



Board Agenda Monday, May 12, 2025 at 9:30 a.m.

550 South Main Street, Orange, California

Board Members

Doug Chaffee, Chair Jamey M. Federico, Vice Chair Valerie Amezcua Katrina Folev Patrick Harper Michael Hennessey Fred Jung Stephanie Klopfenstein Carlos A. Leon Janet Nguyen Tam T. Nguyen Vicente Sarmiento John Stephens Kathy Tavoularis Mark Tettemer Donald P. Wagner Lan Zhou, Ex-Officio

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

Agenda Descriptions

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 may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Availability of Agenda Materials

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

Meeting Access and Public Comments on Agenda Items

Members of the public can either attend in-person or access live streaming of the Board meetings by clicking this link: https://octa.legistar.com/Calendar.aspx

In-Person Comment

Members of the public may attend in-person and address the Board regarding any item within the subject matter jurisdiction of OCTA. Please complete a speaker's card and submit it to the Clerk of the Board and notify the Clerk regarding the agenda item number on which you wish to speak. Speakers will be recognized by the Chair at the time of the agenda item is to be considered by the Board. Comments will be limited to three minutes. The Brown Act prohibits the Board from either discussing or taking action on any non-agendized items.

Written Comment

Written public comments may also be submitted by emailing them to ClerkOffice@octa.net, and must be sent by 5:00 p.m. the day prior to the meeting. If you wish to comment on a specific agenda Item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

Call to Order

Invocation Director Amezcua

Pledge of Allegiance

Director Foley

Closed Session

There are no Closed Sessions scheduled.

Special Calendar

Orange County Transportation Authority Special Calendar Matters

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

Overview

Oath of Office will be administered to a new Board Member who will be selected on May 8, 2025.

2. Update on Emergency Need for Railroad Track Stabilization in the Vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision Jason Lee/James G. Beil

Overview

The four reinforcement areas identified in the Coastal Rail Resiliency Study adjacent to the Orange County Transportation Authority-owned railroad right-of-way, in the vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision, has continued to experience coastal erosion and the hillside continues to move incrementally, posing an imminent threat to the railroad corridor and public safety if immediate necessary actions are not taken to mitigate the threat. Measures must be taken immediately to stabilize the track and maintain passenger and freight rail service.

Recommendation(s)

Reaffirm Resolution No. 2025-025 to authorize the Chief Executive Officer to take all necessary actions to address the emergency need for railroad track stabilization in the vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision, and to return to the Board of Directors, as required, to report on the status thereof.

Attachments:

<u>Placeholder</u>

Consent Calendar (Items 3 through 17)

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

Clerk of the Board

Recommendation(s)

Approve the minutes of the April 28, 2025 Orange County Transportation Authority and affiliated agencies' regular meeting.

Attachments:

Minutes

4. Approval of the Revised 2025 Orange County Transportation Authority Board of Directors Committee and External Agencies' Assignments Andrea West/Jennifer L. Bergener

Overview

The 2025 Board Member assignments for the Orange County Transportation Authority Board of Directors' committees and external agencies have been revised and are presented for Board of Directors' consideration and approval.

Recommendation(s)

- A. Approve the revised Chair's assignments for the 2025 Orange County Transportation Authority Board of Directors' committees comprised of the Executive, Finance and Administration, Legislative and Communications, Regional Transportation Planning, State Route 91 Advisory, Transit, and Environmental Oversight committees.
- B. Receive the revised Chair's assignments for the 2025 external agencies comprised of the California Association of Councils of Governments, Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency, Mobile Source Air Pollution Reduction Review Committee, Southern California Association of Governments' Regional Council, Orange County Council of Governments, and the Southern California Regional Rail Authority.

Attachments:

<u>Staff Report</u> Attachment A

5. Cooperative Agreement with the County of Orange, Orange County Sheriff's Department

Matt Ankley/Jennifer L. Bergener

Overview

On July 13, 2020, the Board of Directors approved a five-year agreement with the County of Orange, Orange County Sheriff's Department, to provide Transit Police Services. The current agreement expires June 30, 2025, and a new agreement is necessary to ensure continuity of services provided. Consistent with prior agreements, the term of the proposed agreement is for five years and includes the budget for services to be provided only for fiscal year 2025-26. Amendments for each subsequent fiscal year budget will be brought forth to the Board of Directors for consideration on an annual basis.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4051 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2025 through June 30, 2030, in the initial amount of \$15,523,166 to fund transit police services provided from July 1, 2025 through June 30, 2030.

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u> <u>Attachment B</u> Presentation

6. Sole Source Agreement for Motorist Assistance Call Answering Services

Patrick Sampson/Kirk Avila

Overview

The Orange County Service Authority for Freeway Emergencies provides motorist assistance services through the 511 Motorist Assistance and Traveler Information System, as well as a network of freeway call boxes across Orange County. A contracted call answering center currently oversees calls from both services under an agreement set to expire on June 30, 2025. To ensure the continued operation of these services, a new call center agreement must be executed.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute sole source Agreement No. C-5-3932 between the Orange County Transportation Authority and AAMCOM, LLC, in the amount of \$645,455, to provide call answering services for the 511 Motorist Assistance and Traveler Information and Freeway call box systems for a six-year term.

Attachments:

<u>Transmittal</u>

Staff Report

7. Approval to Release Request for Proposals for Temporary Staffing Services Karen DeCrescenzo/Maggie McJilton

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm or firms to provide temporary staffing services.

Recommendation(s)

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4052 to select a firm or firms to provide temporary staffing services.
- B. Approve the release of Request for Proposals 5-4052 for a firm or firms to provide temporary staffing services for a three-year initial term with two, two-year option terms.

Attachments:

Staff Report

Attachment A

8. Approval to Release Request for Proposals for Claims Administration of the Self-Insured Workers' Compensation Program Greg Bych/Maggie McJilton

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate the competitive procurement process to select a firm for the purpose of providing claims administration for the Orange County Transportation Authority Self-Insured Workers' Compensation Program.

Recommendation(s)

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-3964 to select a firm to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program.
- B. Approve the release of Request for Proposals 5-3964 for a firm to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program.

Attachments:

<u>Staff Report</u> <u>Attachment A</u>

9. 2025 Board of Directors and Chief Executive Officer Initiatives and Action Plan -First Quarter Progress Report

Lauren Sato/Rose Casey

Overview

On January 27, 2025, the Orange County Transportation Authority Board of Directors approved the 2025 Board and Chief Executive Officer Initiatives and Action Plan. Following their approval, the 2025 Chief Executive Officer Action Plan was updated to reflect feedback received from the Board and was shared via a memo to the Board of Directors on March 20, 2025. The revised Action Plan consists of three Board initiatives and nine Chief Executive Officer initiatives that are monitored through 110 milestones throughout the calendar year. Reports detailing the progress on these milestones are presented on a quarterly basis for Board review. This report provides a summary of progress on first quarter milestones from January 1, 2025, through March 31, 2025

Recommendation(s)

Receive and file as an information item.

Attachments:

<u>Staff Report</u> <u>Attachment A</u> <u>Attachment B</u>

10. Regional Planning Update

Angel Garfio/Rose Casey

Overview

Regular updates on regional planning matters are provided to highlight current transportation planning issues impacting the Orange County Transportation Authority and the Southern California region.

Recommendation(s)

Receive and file as an information item.

Attachments:

- <u>Transmittal</u> Staff Report
- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E
- Presentation

Orange County Transit District Consent Calendar Matters

11. Amendment to Agreement for Mobile Ticketing Services

Isaac Herrera/Andrew Oftelie

Overview

On May 11, 2020, the Board of Directors approved an agreement with Siemens Mobility, Inc. (formerly Bytemark, Inc.) to develop, host, license, and maintain a mobile ticketing application for the Orange County Transportation Authority's OC Bus service. The agreement includes a five-year initial term and two, two-year option terms. Staff is requesting Board of Directors' approval to exercise the first option term to continue providing mobile ticketing services. The initial contract term will expire on June 30, 2025, and an amendment is needed to exercise the first option term for service continuity.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-0-2067 between the Orange County Transportation Authority and Siemens Mobility, Inc. in the amount of \$207,621, to exercise the first option term for licensing, maintenance, and commission fees of the mobile ticketing application effective through June 30, 2027. This will increase the maximum cumulative payment obligation to a total contract value of \$1,333,049.

Attachments:

<u>Transmittal</u> Staff Report

Attachment A

Orange County Local Transportation Authority Consent Calendar Matters

12. Cooperative Agreement with the California Department of Transportation for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue Josue Vaglienty/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation for construction capital and construction management support services for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue, which is Segment 1 of the Interstate 5 Improvement Project between Interstate 405 and State Route 55.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4067 between the Orange County Transportation Authority and the California Department of Transportation, in an amount of \$267,725,000, comprised of a construction capital share of \$223,000,000, and a construction management services share of \$44,725,000, for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue.

Attachments:

<u>Transmittal</u>

Staff Report

13. Third Quarter Fiscal Year 2024-25 Capital Action Plan and Performance Metrics James G. Beil

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of January 2025 through March 2025, for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery, which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation(s)

Receive and file as an information item.

Attachments:

Transmittal Staff Report Attachment A Attachment B Presentation

14. Contract Change Orders for Construction of the OC Streetcar Project Jeff Mills/James G. Beil

Overview

On September 24, 2018, the Orange County Transportation Authority Board of Directors authorized Agreement No. C-7-1904 with Walsh Construction Company II, LLC, for construction of the OC Streetcar project. Contract change orders are required for utility conflicts, traffic signal interconnect ethernet switches, and communications system software and licenses for the OC Streetcar project.

Recommendation(s)

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 4.5 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$250,000, to address utility conflicts.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 71.3 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$200,000, for traffic signal ethernet switches.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 293 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$900,000, for communication systems and train control software updates and license extensions.

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u> <u>Attachment B</u>

15. Amendment to Agreement for the Operations and Maintenance Services for the OC Streetcar Project

Cleve Cleveland/Johnny Dunning, Jr.

Overview

On February 24, 2025, the Orange County Transportation Authority Board of Directors approved the updated funding and schedule for the OC Streetcar project. As a result of these changes and the projected revenue service date in spring 2026, an amendment to the operations and maintenance agreement with Herzog Transit Services, Inc. is required to align the operations and maintenance services with the revised project timeline.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-2039 between the Orange County Transportation Authority and Herzog Transit Services, Inc. in the amount of \$5,938,341, and modify the initial agreement term through March 31, 2031, to align the revenue service contract years with the revised project timeline for operations and maintenance services for the OC Streetcar project. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$59,003,931.

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u>

16. Consultant Selection for Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55 Niall Barrett/James G. Beil

Overview

On December 9, 2024, the Orange County Transportation Authority Board of Directors authorized the release of a request for proposals to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55. Board of Directors' approval is requested for the selection of a firm to perform the required services.

Recommendation(s)

A. Approve the selection of HDR Construction Control Corporation as the firm to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

BOARD MEETING AGENDA

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-4-2614 between the Orange County Transportation Authority and HDR Construction Control Corporation to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

Attachments:

<u>Transmittal</u>
Staff Report
Attachment A
Attachment B
Attachment C

17. Measure M2 Eligibility for the City of Orange

Adriann Cardoso/Rose Casey

Overview

In 2024, the Orange County Transportation Authority Board of Directors found the City of Orange ineligible to receive Measure M2 net revenues due to inadequate documentation demonstrating that it had spent sufficient discretionary funds on streets and roads in fiscal year 2022-23 to meet the Measure M2 Maintenance of effort requirement. A recent review of the City of Orange's Measure M2 maintenance of effort expenditures for fiscal year 2023-24 has determined that the City of Orange has met its minimum maintenance of effort expenditure requirement, including the shortfall amount. Board of Directors' approval to reinstate the City of Orange's Measure M2 eligibility status and reinitiate Measure M2 payments is recommended.

Recommendation(s)

- A. Approve the City of Orange as eligible to receive Measure M2 net revenues.
- B. Direct staff to reinitiate payments to the City of Orange for Measure M2 net revenues, which were held during its period of ineligibility (less fiscal year 2023-24 audit costs).

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u>

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

18. Amendment to the Master Plan of Arterial Highways

Ivy Hang/Rose Casey

Overview

On April 14, 2025, the Orange County Transportation Authority Board of Directors deferred action for up to 30 days on a recommendation to remove the planned Garfield-Gisler bridge crossing over the Santa Ana River from the Master Plan of Arterial Highways. The deferral was provided in response to a request from the City of Fountain Valley for additional time to confirm its formal position through discussions with the City Council. The City of Fountain Valley has completed its discussions, and the item is being returned to the Board of Directors for consideration.

Recommendation(s)

- A. Approve amending the Master Plan of Arterial Highways to fully remove the Garfield-Gisler Santa Ana River crossing.
- B. Direct staff to close out the Memorandum of Understanding C-6-0834 among the cities of Costa Mesa, Fountain Valley, and Huntington Beach, and the Orange County Transportation Authority regarding agency responsibilities for implementing the consensus recommendation for the Garfield-Gisler bridge crossing over the Santa Ana River.
- C. Direct the Executive Director of Planning, or her designee, to file a Notice of Exemption from the California Environmental Quality Act in support of the Master Plan of Arterial Highways amendment.

Attachments:

Staff Report Attachment A Attachment B Attachment C Attachment D Attachment E Attachment F Attachment G Attachment H Presentation

Orange County Local Transportation Authority Regular Calendar Matters

19. OC Streetcar Project Quarterly Update

Jeff Mills/James G. Beil

Overview

The Orange County Transportation Authority is implementing the OC Streetcar project, and updates are provided to the Board of Directors on a quarterly basis. This report covers OC Streetcar project activities from January 2025 through April 2025.

Recommendation(s)

Receive and file as an information item.

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u> <u>Presentation</u>

20. Measure M2 Eligibility for the City of Huntington Beach

Adriann Cardoso/Rose Casey

Overview

The Orange County Transportation Authority's Internal Auditor issued results of an independent auditor's report on applying agreed-upon procedures related to the City of Huntington Beach's compliance with the Measure M2 requirements for fiscal year 2023-24. The independent auditor's report found that the City of Huntington Beach had used Measure M2 Local Fair Share funds for expenses that were deemed unallowable per the Measure M2 Ordinance No. 3. Based on this information, recommendations to address the independent auditor's report and findings are presented.

Recommendation(s)

- A. Seek reimbursement of \$29,249 from the City of Huntington Beach and find the City of Huntington Beach ineligible to receive Measure M2 net revenues for five years pursuant to Section 10.4 of Ordinance No. 3.
- B. Authorize the Internal Auditor to engage independent auditor services to apply agreed-upon procedures to review the City of Huntington Beach's Measure M2 Local Fair Share program and other expenditures for fiscal year 2024-25, fiscal year 2025-26, fiscal year 2026-27, fiscal year 2027-28, and fiscal year 2028-29, to enable the City of Huntington Beach to reestablish eligibility and authorize staff to deduct the review costs from any future net Measure M2 payments to the City of Huntington Beach.
- C. Authorize the Chief Executive Officer to negotiate and execute an agreement with the City of Huntington Beach to formalize the required actions to reestablish eligibility and other terms.

Attachments:

<u>Transmittal</u> <u>Staff Report</u> <u>Attachment A</u> <u>Attachment B</u>

Discussion Items

21. Public Comments

22. Orange County Transportation Authority Fiscal Year 2025-26 Budget Workshop Victor Velasquez/Andrew Oftelie

Overview

The Orange County Transportation Authority is developing the fiscal year 2025-26 proposed budget, which identifies available revenues and costs associated with providing transportation services and programs for Orange County. The fiscal year 2025-26 proposed budget will be reviewed in detail during an informal workshop following the May 12, 2025, Orange County Transportation Authority Board of Directors meeting.

Recommendation(s)

Review the fiscal year 2025-26 proposed budget in a workshop setting following the regularly scheduled Orange County Transportation Authority Board of Directors meeting on May 12, 2025.

Attachments:

<u>Staff Report</u> <u>Presentation</u> <u>Supplemental Information</u>

23. Chief Executive Officer's Report

24. Directors' Reports

25. Adjournment

The next regularly scheduled meeting of this Board will be held:

9:30 a.m., on TUESDAY, May 27, 2025

OCTA Headquarters Board Room 550 South Main Street Orange, California



MATERIALS WILL BE PROVIDED UNDER

SEPARATE COVER PRIOR TO THE

May 12, 2025

BOARD OF DIRECTORS MEETING.



Call to Order

The April 28, 2025, regular meeting of the Orange County Transportation Authority (OCTA) Board of Directors and affiliated agencies was called to order by Chair Chaffee at 9:30 a.m. at the OCTA Headquarters, 550 South Main Street, Orange, California.

Directors Present:	Doug Chaffee, Chair Jamey M. Federico, Vice Chair Mike Carroll Katrina Foley Patrick Harper Michael Hennessey Fred Jung Stephanie Klopfenstein Carlos A. Leon Janet Nguyen Tam T. Nguyen John Stephens Kathy Tavoularis Mark Tettemer Donald P. Wagner Lan Zhou, Ex-Officio
Directors Absent:	Valerie Amezcua Vicente Sarmiento
Staff Present:	Darrell E. Johnson, Chief Executive Officer Jennifer L. Bergener, Deputy Chief Executive Officer Gina Ramirez, Assistant Clerk of the Board Andrea West, Clerk of the Board Sahara Meisenheimer, Clerk of the Board Specialist James Donich, General Counsel

Closed Session

There were no Closed Session matters scheduled.

Special Calendar

1. Presentation of Resolutions of Appreciation for Employees of the Month

Resolutions of Appreciation were presented to Phil Polanco, Coach Operator, Dexter Ta, Maintenance, and Phil Zirges, Administration, as Employees of the Month for April 2025.



2. Update on the Emergency Need for Railroad Track Stabilization in the Vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision

A motion was made by Director Foley, seconded by Vice Chair Federico, and declared passed by those present to reaffirm Resolution No. 2025-025 to authorize the Chief Executive Officer to take all necessary actions to address the emergency need for railroad track stabilization in the vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision, and to return to the Board of Directors, as required, to report on the status thereof.

Written public comments were received by Lorelei Bailey and Brian Yanity. The comments were emailed to the Board of Directors on April 27, 2025.

In-person public comments were heard from Leslea Meyerhoff, Joe Wilson, and Brian Brower.

Consent Calendar (Items 3 through 15)

3. Approval of Minutes

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to approve the minutes of the April 14, 2025 Orange County Transportation Authority and affiliated agencies' regular meeting.

4. Fiscal Year 2024-25 Internal Audit Plan, Third Quarter Update

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2024-25 Internal Audit Plan as an information item.

5. Orange County Transportation Authority Investment and Debt Programs Report -February 2025

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

6. Approval of the Fiscal Year 2025-26 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to:

A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2025-26 Local Transportation Fund Claim for public transportation services in the amount of \$1,495,895.



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.

7. State Transit Transportation Task Force Update

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

8. State Legislative Status Report

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to:

- A. Adopt a SUPPORT position on AB 334 (Petrie-Norris, D-Irvine), which would facilitate interoperability with out-of-state electronic toll collection systems.
- B. Adopt an OPPOSE position on AB 1070 (Ward, D-San Diego), which would impose new mandates on transit district board compensation and governance structures.
- C. Adopt a SUPPORT IF AMENDED position on SB 741 (Blakespear, D-Encinitas), consistent with the FY 2025-2026 OCTA State Legislative Platform.

9. Federal Legislative Status Report

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

10. Agreement for Replacement of Mechanical Units at the Santa Ana Bus Base

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to:

- A. Find ACCO Engineered Systems, Inc., doing business as ACCO Engineered Systems, the apparent low bidder, as non-responsive due to failure to provide complete information on the superintendent and experience for the past three years as required by the bid documents on the Information Required of Bidder form.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-4-2550 between the Orange County Transportation Authority and NKS Mechanical Contracting, Inc., the lowest responsive, responsible bidder, in the amount of \$4,593,000, for the replacement of mechanical units at the Santa Ana Bus Base.



11. Approval of the Fiscal Year 2025-26 Local Transportation Fund Claim for Public Transportation and Community Transit Services

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to:

- A. Approve the Orange County Transit District Fiscal Year 2025-26 Local Transportation Fund Claim for public transportation services in the amount of \$208,460,790, and for community transit services in the amount of \$11,050,352 for a total claim amount of \$219,511,142.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.

12. Independent Accountants' Report on Applying Agreed-Upon Procedures, City of Buena Park

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

13. Independent Accountant's Report on Applying Agreed-Upon Procedures, City of Orange

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to direct staff to develop recommendations for Board of Directors' action related to the status of the City of Orange's Measure M2 eligibility.

14. Orange County Local Transportation Authority Measure M2 Agreed-Upon Procedures Reports, Year Ended June 30, 2024

A written public comment was received by Travis Hopkins. The comment was emailed to the Board of Directors on April 27, 2025.

In-person public comments were heard from Chau Vu, Director of Public Works, and Robert Torrez, Interim Chief Financial Officer from the City of Huntington Beach.

A motion was made by Director J. Nguyen, seconded by Director Carroll, and declared passed by those present to:

- A. Direct staff to monitor implementation of corrective actions by cities.
- B. Direct staff to review with legal counsel the results of agreed-upon procedures applied to the City of Huntington Beach and develop recommendations for Board of Directors' consideration to address the exception related to disallowed Local Fair Share expenditures.



C. Direct staff to follow up with the City of Mission Viejo to obtain a revised Measure

M2 Expenditure Report, evaluate whether administrative costs related to the Senior Mobility Program exceeded the ten percent threshold, and, if applicable, recover the overage.

D. Direct staff to consult with legal counsel, develop guidelines for allowable uses of Local Fair Share funds for "other transportation purposes" and provide communication to cities.

15. Orange County Local Transportation Authority Report on Compliance with the Measure M2 Ordinance, Year Ended June 30, 2024

A motion was made by Director Foley, seconded by Director J. Nguyen, and declared passed by those present to:

- A. Receive and file as an information item.
- B. Approve a request from the Measure M2 Taxpayer Oversight Committee to conduct Measure M2 compliance audits on an annual basis. If approved, authorize an increase in contract budget of \$400,000 for fiscal years 2024-25 and 2025-26 under Agreement No. C-3-2931 with Crowe LLP, increasing the maximum obligation to \$2,185,500.

Regular Calendar

16. Proposed Fiscal Year 2025-26 Southern California Regional Rail Authority Budget

Darren Kettle, Chief Executive Officer (CEO) of Metrolink, provided a presentation on this item.

A written public comment was received from Brian Yanity. The comment was emailed to the Board of Directors on April 27, 2025.

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

Discussion Items

17. Public Comments

Public comment was heard from Janine Heft.



18. Chief Executive Officer's Report

Darrell E. Johnson, CEO, announced that OCTA's 405 Improvement Project was recognized as the Outstanding Transportation Project by the American Society of Civil Engineers Region 9

19. Directors' Reports

Director Harper thanked staff on behalf of the City of Fountain Valley for continuing the Master Plan of Arterial Highways item for another 30 days.

20. Adjournment

The meeting adjourned at 10:54 a.m.

The next regularly scheduled meeting of this Board will be held: 9:30 a.m. on Monday, May 12, 2025 OCTA Headquarters Board Room 550 South Main Street Orange, California

ATTEST:

Gina Ramirez Assistant Clerk of the Board



May 12, 2025

- To: Members of the Board of Directors
- *From:* Doug Chaffee, Chair of the Board of Directors
- **Subject:** Approval of the Revised 2025 Orange County Transportation Authority Board of Directors' Committee and External Agencies' Assignments

Overview

The 2025 Board Member assignments for the Orange County Transportation Authority Board of Directors' committees and external agencies have been revised and are presented for Board of Directors' consideration and approval.

Recommendations

- A. Approve the revised Chair's assignments for the 2025 Orange County Transportation Authority Board of Directors' committees comprised of the Executive, Finance and Administration, Legislative and Communications, Regional Transportation Planning, State Route 91 Advisory, Transit, and Environmental Oversight committees.
- B. Receive the revised Chair's assignments for the 2025 external agencies comprised of the California Association of Councils of Governments, Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency, Mobile Source Air Pollution Reduction Review Committee, Southern California Association of Governments' Regional Council, Orange County Council of Governments, and the Southern California Regional Rail Authority.

Background

The Orange County Transportation Authority (OCTA) is governed by an 18-member Board of Directors (Board) comprised of:

- Ten city members elected by the Orange County City Selection Committee;
- All five Orange County Board of Supervisors;
- Two public members selected by the 15 OCTA Board Members above; and

Approval of the 2025 Orange County Transportation Authority Page 2 Board of Directors' Committee and External Agencies' Assignments

• The Governor's ex-officio member, who is a non-voting member and serves a four-year term, (appointed by the Governor of California), and historically has been held by the California Department of Transportation District 12 Director.

Discussion

Each year, the OCTA Board Chair (Chair) has the prerogative of assigning members to committees, and those appointments are then confirmed by the Board.

The Board previously approved the 2025 committee and external agencies assignments on April 14, 2025. Since that time, a new member of the Board has been appointed, and the Chair has revised the committee assignments.

The recommended revised assignments to the OCTA Board committees and external agencies are detailed in Attachment A.

Summary

The recommended revised OCTA Board committees and Chair's external agencies' committee assignments for 2025 are presented for Board consideration and approval.

Attachment

A. 2025 Orange County Transportation Authority (OCTA) Board of Directors' Committees and External Agency Assignments – Revised

Prepared by:

Andrea West Clerk of the Board (714) 560-5611

Approved by:

Jennifer L. Bergener Deputy Chief Executive Officer (714) 560-5462



2025 - Orange County Transportation Authority (OCTA) Board of Directors' Committees & External Agency Assignments - Revised

OCTA Board Committee Assignments:			
Executive Committee	Finance and Administration Committee		
Doug Chaffee, Chair	Michael Hennessey, Chair		
Jamey M. Federico, Vice Chair	Patrick Harper, Vice Chair		
Michael Hennessey, Finance & Administration Chair	Jamey M. Federico		
Fred Jung, Transit Committee Chair	Carlos A. Leon		
	Vicente Sarmiento		
Stephanie Klopfenstein, Regional Transportation Planning Chair			
Tam T. Nguyen Immediate Past Chair	Mark Tettemer		
Donald P. Wagner, Legislative & Communications Chair	TBD		
Legislative and Communications Committee	Transit Committee		
Donald P. Wagner, Chair	Fred Jung, Chair		
Katrina Foley, Vice Chair	Vicente Sarmiento, Vice Chair		
Fred Jung	Valerie Amezcua		
Janet Nguyen	Stephanie Klopfenstein		
Kathy Tavoularis	Carlos A. Leon		
Mark Tettemer	Janet Nguyen		
	Tam T. Nguyen		
	run r. Nguyon		
Regional Transportation Planning Committee	State Route 91 Advisory Committee		
Stephanie Klopfenstein, Chair	Fred Jung		
John Stephens, Vice Chair	Carlos A. Leon		
Jamey M. Federico	Kathy Tavoularis		
Katrina Foley	Mark Tettemer		
Patrick Harper	Donald P. Wagner		
Kathy Tavoularis	TBD (Alternate)		
TBD	Doug Chaffee (Alternate)		
Environmental Oversight Committee			
Jamey Federico, Chair			
Mark Tettemer, Member			
External Agencies Assignments:			
California Association of Councils of Governments	LOSSAN Rail Corridor Agency		
Patrick Harper	Katrina Foley		
	Fred Jung		
	Al Murray, Alternate		
	Mark Tettemer, Alternate		
	Mark Tellemer, Alternale		
Mobile Source Air Pollution Reduction Review Committee	Orange County Council of Governments		
Patrick Harper	Vacant		
Vacant, Alternate			
Southern California Association of Governments' Regional	Southern California Regional Rail Authority		
Council	(Metrolink)		
Carlos A. Leon	Doug Chaffee		
	Tam T. Nguyen		
	Vacant (Alternate)		
	Vacant (Alternate)		



May 12, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Cooperative Agreement with the County of Orange, Orange County Sheriff's Department

Executive Committee Meeting of May 5, 2025

Present: Chair Chaffee, Vice Chair Federico, Directors Hennessey, Klopfenstein, and Tam Nguyen Absent: Director Wagner

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4051 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2025 through June 30, 2030, in the initial amount of \$15,523,166 to fund transit police services provided from July 1, 2025 through June 30, 2030.



May 5, 2025

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the County of Orange, Orange County Sheriff's Department

Overview

On July 13, 2020, the Board of Directors approved a five-year agreement with the County of Orange, Orange County Sheriff's Department, to provide Transit Police Services. The current agreement expires June 30, 2025, and a new agreement is necessary to ensure continuity of services provided. Consistent with prior agreements, the term of the proposed agreement is for five years and includes the budget for services to be provided only for fiscal year 2025-26. Amendments for each subsequent fiscal year budget will be brought forth to the Board of Directors for consideration on an annual basis.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4051 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2025 through June 30, 2030, in the initial amount of \$15,523,166 to fund transit police services provided from July 1, 2025 through June 30, 2030.

Discussion

The County of Orange (County), Orange County Sheriff's Department (OCSD), has provided Transit Police Services (TPS) for the Orange County Transportation Authority (OCTA) since 1993. These services include fixed-route service, right-of-way rail support, and special services. On July 13, 2020, the OCTA Board of Directors (Board) approved an agreement with OCSD for five years to provide TPS through June 30, 2025. A new agreement is required to ensure provision of these services continues.

The budget for each fiscal year of the agreement is developed in March of the preceding FY. The OCSD submits the budget estimates to OCTA during this

period for review and concurrence on the level of service provided. The final estimate provided by OCSD and included in the proposed FY 2025-26 budget for TPS, is \$15,523,166. This represents an increase of \$2,863,730 (22.62 percent) from the prior year and includes \$15,226,709 for fixed-route services, right-of-way rail support, OC Streetcar support, and general services, as well as \$296,457 for special services. The new contract establishes full implementation of the TPS OC Streetcar team as part of the regular services. On April 7, 2025, the Board approved step one of the implementation of these services with the approval of one sergeant and two deputies for the pre-revenue testing phase. The new contract includes both this action as well as the addition of four deputies for full implementation of TPS for OC Streetcar.

The majority of the cost increases are associated with the following: addition of the full implementation of services for the OC Streetcar team, which includes six deputy sheriff positions and one sergeant position as requested by OCTA, associated additional personnel equipment and overhead for the new positions, and an increase in OCSD salary and benefits of 4.97 percent over last year's contract. The six additional deputy sheriffs will have the primary responsibility of patrolling the streetcars, platforms, and alignment to maintain a visible, dedicated presence of law enforcement, reduce pedestrian use of the alignment, and respond to reports of crimes. The sergeant position is required to ensure the supervision of deputies for all shifts. It will be essential for the OC Streetcar team to work cooperatively with the Santa Ana and Garden Grove police departments.

Similar to the current agreement, the proposed new agreement includes provision for special services, which are jointly funded with Measure M2 (M2) and external grant sources. Special services include patrol of OCTA-owned environmental mitigation properties, three explosive detection canine and bomb technician handler teams, transit security overtime for visual intermodal prevention and response (VIPR), and counter-terrorism team (CTT) activities deployed to patrol or support high security risk events. Patrol costs will be subsidized by M2. VIPR operations are funded by the Transit Security Grant Program, totaling \$116,600. In 2024, the Department of Homeland Security defunded the Transportation Security Administration Explosives Detection K-9 Program. It was determined this program is vital to maintaining the safety and security of the OCTA operating environment and the cost of the program was absorbed in the regular operating expenses.

In addition, OCSD provides countywide services such as the hazardous devices squad, special weapons and tactics team, Special Victims Unit, and the Orange County Intelligence Assessment Center. OCSD deputies assigned to TPS carry full police authorities, allowing them to conduct investigations and

make misdemeanor and felony arrests. Services provided by OCSD are listed in Attachment A.

Fiscal Impact

Funds to support the services to be provided under this agreement are included in the OCTA Proposed FY 2025-26 Budget. The budget is comprised of four major areas: fixed-route bus service for \$10,973,027, right-of-way rail support for \$1,969,457, and \$2,284,225 for OC Streetcar support. Lastly, there is \$296,457 budgeted for special services, which include VIPR, CTT, seasonal special requests, and M2 patrol services.

Summary

OCTA contracts with OCSD for TPS. In order to maintain these services, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4051 between OCTA and the County of Orange, OCSD, for a five-year term effective July 1, 2025 through June 30, 2030 and approve the initial amount of \$15,523,166.

Attachments

- A. County of Orange, Orange County Sheriff's Department Services Provided
- B. Patrol Areas

Prepared by:

Approved by:

Matthew ankley

Matt Ankley Manager, Security and Emergency Preparedness (714) 560-5961

Jennifer L. Bergener Deputy Chief Executive Officer (714) 560-5462

County of Orange, Orange County Sheriff's Department Services Provided

The following services will be provided:

- Uniformed patrol and plainclothes enforcement at Orange County Transportation Authority (OCTA)-owned properties, on railroad rights-of-way, on-board OCTA buses, and OC Streetcar system
- Response to calls for service as needed
- Traffic enforcement as it relates to the operation of fixed-route vehicles
- Special enhancement team for enhanced services: homeless liaison officers, antiterrorism anti-crime, community-oriented policing, and visible intermodal prevention and response team
- Specialized and internal investigations conducted as needed
- Security at OCTA Board of Directors meetings, public hearings, and special events as requested
- Coordinate with other transit security, local, state, and federal law enforcement agencies
- Participate in multi-agency drills on a local and regional level
- Coordination on security-related grant funding

Other assistance available through this contract includes three explosive detection canines for hazardous device detection and other law enforcement services such as the mounted enforcement unit.

Dedicated sheriff deployment to include:

- One captain position serving as the Chief of Transit Police Services
- Six sergeant positions
- One investigator position
- 31 deputy sheriff II comprised of:
 - o 20 fixed-route bus enforcement positions; includes three canines with bomb technicians and four homeless liaison officers
 - o Five deputy sheriff II right-of-way enforcement positions
 - o Six deputy sheriff II OC Streetcar system
- One office specialist position

ATTACHMENT B

OCTA Locations

OCTA Administration Building

600 S. Main Street Orange, CA 92863-1584

<u>Bases:</u>

Santa Ana – Operations/Maintenance 4301 MacArthur Boulevard Santa Ana, CA 92704

Irvine Construction Circle 16281 Construction Circle West Irvine, CA 92606

Garden Grove – Operations/Annex 11800 Woodbury Road Garden Grove, CA 92843

Garden Grove – Maintenance 11790 Cardinal Circle Garden Grove, CA 92843

GG Warehouse/Lost and Found 11911 Woodbury Road Garden Grove, CA 92843

Anaheim – Operations/Maintenance 1717 E. Via Burton Road Anaheim, CA 92806

Irvine Sand Canyon – Maintenance 14736 Sand Canyon Road Irvine, CA 92618

Irvine Sand Canyon – Operations 6671 Marine Way Road Irvine, CA 92618

MSF – Maintenance Streetcar Facility 2008 W. Fifth Street Santa Ana, CA 92703

Transportation Centers:

Brea Park-and-Ride 937 Lambert Road Brea, CA 92821

Fullerton Transportation Center 123 S. Pomona Avenue Fullerton, CA 92833

Fullerton Park-and-Ride 3000 W. Orangethorpe Avenue Fullerton, CA 92833

Goldenwest Transportation Center 7301 Center Avenue Huntington Beach, CA 92647

Laguna Beach Transportation Center 375 Broadway Street Laguna Beach, CA 92651

Laguna Hills Transportation Center 24282 Calle De Los Caballeros Laguna Hills, CA 92653

Newport Beach Transportation Center 1550 Avocado Avenue Newport Beach, CA 92660

Tustin Metrolink Train Station 2975 Edinger Avenue Tustin, CA 92780

OC Access Assessment Center 1347 W. Trenton Avenue Orange, CA 92867

OC Streetcar Utility Addresses

OCTA Platform at Santa Ana Boulevard & Santiago

000 3/4 East Santa Ana Boulevard OCTA - MET03 (Train Signal) and MET04 (Platform) 1002 3/4 East Santa Ana Boulevard MET02 (Santiago)

OCTA Platform at Ross Street & Santa Ana Boulevard

400 3/4 W. Santa Ana MET04 (N. Ross Street)

OCTA Platform at Sycamore Street and Santa Ana Boulevard

624 3/4 N. Sycamore MET01 (Santa Ana)

OCTA Platform at French Street and Santa Ana Boulevard

518 3/4 West Santa Ana Boulevard MET04 ***518 3/4 North French Street MET04***

MSF – Maintenance Streetcar Facility

2008 W. Fifth Street Santa Ana, CA 92703

Operating - Right-of-Way (ROW)

42 miles Orange Subdivision - Fullerton to San Clemente

5.5 miles Olive Subdivision - Placentia to Orange

2 miles Streetcar ROW - Raitt Street to Harbor Boulevard

1 mile Pacific Electric ROW Harbor Boulevard (Garden Grove) to Crescent Avenue (Cypress)

405 Express Lanes Office

405 Express Lanes Customer Service Center 1535 Scenic Avenue, Suite 125 Costa Mesa, CA 92626

Cooperative Agreement with the County of Orange, Orange County Sheriff's Department



Transit Police Services (TPS) – Overview

- Transit Police Services (sworn law enforcement) provided by Orange County Sheriff's Department (OCSD) since 1993
- TPS supports OCTA's mission of providing a safe, reliable transit system
- 5-year contract term previously approved on July 13, 2020
- TPS Bureau currently consists of 36 total staff*
 - 1 Captain
 - 6 Sergeants
 - 1 Investigator
 - 27 Deputies
 - 1 Office Technician

*Includes April 2025 amendment approved by the Board of Directors (Board) to include initial step of expanded services for the OC Streetcar; including 1 sergeants and 2 deputies

OCTA - Orange County Transportation Authority

Current Transit Police Services

OCSD Regular Services

- Fixed-Route Transit Police Team (uniformed patrol)
- Right-of-Way Enforcement and Investigations Team
- Community-Oriented Policing Team (Behavioral Health Liaisons)
- Explosives Detection Canine Teams / Bomb Technician
- Administrative Team

OCSD Specialized Services

- Visible Intermodal Prevention and Response
- Anti-Terror Anti-Crime Operations
- Mounted Enforcement (Environmental Mitigation Program)
- Special Transit Services as Needed

OC Streetcar Team Implementation

- October 2024 Board approved a safety and security approach for the OC Streetcar including TPS and security personnel
- April 2025 Board approved pre-revenue request through June 30, 2025
 - 1 Sergeant
 - 2 Deputies
- Request for revenue operations in TPS 5-year contract renewal
 - 1 Sergeant (existing)
 - 6 Deputies (2 existing and 4 additional for revenue operations)

Board – Board of Directors

Financial Impact

- Cost reflects 40 total staff, existing services, and addition of OC Streetcar security needs
- Contract includes flexibility for future amendments based on service demand
- Visible Intermodal Protection/Response and Anti-Terror Anti-Crime activities are funded by the Transit Security Grant Program totaling \$116,600
- Fiscal year 2025-26 cost for services is \$15,523,166

Authorize the Chief Executive Officer to execute Agreement No. C-5-4051 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2025 through June 30, 2030, in the initial amount of \$15,523,166 to fund transit police services provided from July 1, 2025 through June 30, 2030.



COMMITTEE TRANSMITTAL

May 12, 2025

To: Andrea West, Clerk of the Board Members of the Board of Directors

From:

Subject: Sole Source Agreement for Motorist Assistance Call Answering Services

Regional Transportation Planning Committee Meeting of May 5, 2025

Present: Directors Federico, Foley, Harper, Klopfenstein, Stephens, and Tavoularis None Absent:

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute sole source Agreement No. C-5-3932 between the Orange County Transportation Authority and AAMCOM, LLC, in the amount of \$645,455, to provide call answering services for the 511 Motorist Assistance and Traveler Information and Freeway call box systems for a six-year term.



May 5, 2025

То:	Regional Transportation Planning Committee
From:	Darrell E. Johnson, Chief Executive Officer
Subject:	Sole Source Agreement for Motorist Assistance Call Answering

Overview

Services

The Orange County Service Authority for Freeway Emergencies provides motorist assistance services through the 511 Motorist Assistance and Traveler Information System, as well as a network of freeway call boxes across Orange County. A contracted call answering center currently oversees calls from both services under an agreement that is set to expire on June 30, 2025. To ensure the continued operation of these services, a new call center agreement must be executed.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute sole source Agreement No. C-5-3932 between the Orange County Transportation Authority and AAMCOM, LLC, in the amount of \$645,455, to provide call answering services for the 511 Motorist Assistance and Traveler Information and Freeway call box systems for a six-year term.

Discussion

The California Legislature established the Service Authority for Freeway Emergencies (SAFE) to implement and maintain motorist aid systems, including roadside call boxes. In 1987, the Orange County Service Authority for Freeway Emergencies (OC SAFE), working as an agency under the Orange County Transportation Commission, introduced a network of solar-powered cellular call boxes to facilitate motorist assistance. In 1991, the Orange County Transportation Commission and Orange County Transportation District consolidated, creating the Orange County Transportation Authority (OCTA). Since then, the OCTA Board of Directors (Board) has acted as the OC SAFE Board. Initially, state law required the California Highway Patrol (CHP) to answer SAFE requests for motorist assistance. However, with increased cellular 911 call

Sole Source Agreement for Motorist Assistance Call Page 2 Answering Services

volumes, call box calls were deprioritized, leading to long wait times. In 1997, legislation permitted SAFE to contract with private call answering center (CAC) providers, utilizing CHP-approved operational guidelines and remote messaging systems (RMS). In 2005, OC SAFE transitioned to private CAC services, resulting in improved response efficiency for freeway call boxes.

As cell phone use became widespread, the use of call boxes declined. This shift, coupled with the Federal Communications Commission designating the 511 Motorist Assistance and Traveler Information System (511) as the national traveler information number, prompted California Legislature to amend the Streets and Highways Code in 2007. The amendment eliminated the requirement for a system of freeway call boxes and gave SAFE more flexibility to allocate funds to other motorist aid services, including 511 and Freeway Service Patrol.

In 2008, OC SAFE collaborated with the Service Authorities for Freeway Emergencies in Los Angeles and Ventura counties to expand services to include a 511. Today, the 511 system is the central tool for real-time traffic updates, trip planning, and public transit information. The system also includes mobile call box (MCB) functionality, allowing motorists to reach a CAC for roadside assistance. Although OC SAFE maintains approximately 269 freeway call boxes, most calls for motorist assistance now come through 511, making it the primary service for roadside help.

OC SAFE regularly pursues regional partnerships to optimize service delivery and leverage costs. In 2012, OC SAFE collaborated with the San Bernardino County Transportation Authority (SBCTA) and Riverside County Transportation Commission (RCTC) to consolidate operational costs by procuring a joint CAC agreement. This was repeated in 2018 for the CAC agreement, which currently serves Orange County, Riverside County, and San Bernardino County motorist assistance programs.

In December 2024, SBCTA, the lead agency for the joint CAC agreement, announced it would not be exercising options terms in the joint CAC contract, opting to decommission its call boxes. RCTC also plans to remove its call boxes by the end of fiscal year (FY) 2024-25. Since neither agency will operate 511 motorist assistance or freeway call boxes beyond FY 2025, OC SAFE must secure a standalone contract for CAC services to continue supporting Orange County 511 MCB functionality and freeway call boxes.

OC SAFE remains committed to efficient, cost-effective motorist assistance services. The transition to an independent CAC contract will ensure uninterrupted support for Orange County's motorist assistance programs.

Sole Source Agreement for Motorist Assistance Call Page 3 Answering Services

Establishing this contractual relationship aligns with OC SAFE's long-term strategy to adapt to evolving motorist needs while maintaining high service standards.

With significant decreases in call box usage and the challenges of maintaining aging infrastructure, SAFEs across the state are reassessing their motorist services programs. Many are transitioning from traditional freeway call boxes to more modern and cost-effective solutions, such as the 511 mobile call box. Staff is evaluating the effectiveness of the Orange County call box system and plan to present a report with recommendations to the Board in early FY 2025-26.

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved policies and procedures for sole source procurements.

The contracted CAC provider must utilize CHP-approved RMS and support real-time text (RTT) for hearing-impaired motorists. AAMCOM, LLC (AAMCOM), is the only CAC provider authorized to operate the proprietary RTT system and the only provider with a CHP-approved RMS. AAMCOM meets OCTA's criteria for being a sole source provider. Based on its technical ability and financial status, AAMCOM is deemed responsible.

AAMCOM services all California SAFEs except for Ventura County, which contracts directly with the CHP due to its limited number of call boxes. Given AAMCOM's exclusive approval by the CHP for RMS, staff engaged with the firm to obtain a quote for continued CAC services.

The AAMCOM quote was reviewed by staff from the Contracts Administration and Materials Management (CAMM) and Motorist Services departments to ensure compliance with the contract terms and conditions, as well as the technical requirements.

In accordance with OCTA's sole source procurement procedures, any sole source contract exceeding \$50,000 requires a price review by OCTA's Internal Audit (IA) Department. AAMCOM did not submit a detailed cost breakdown for its proposed pricing. As a result, IA performed agreed-upon procedures, comparing AAMCOM's pricing for CAC, Motorist Aid – 511, RTT/Teletypewriter, project management, and language support to the pricing outlined in the San Diego Association of Governments (SANDAG) agreement. Internal Audit calculated the annual pricing for each category under both the AAMCOM quote and the SANDAG agreement and then determined the total cost over a six-year period for each. The review confirmed that AAMCOM's six-year total is four

Sole Source Agreement for Motorist Assistance Call Page 4 Answering Services

percent lower than the SANDAG agreement. Therefore, pricing is deemed fair and reasonable.

Fiscal Impact

Funding for this project is included in OCTA's FY 2025-26 Budget, Motorist Services Department – Service Authority for Freeway Emergencies Fund, Account No. 0013-7629-S1001-CGA and local SAFE funds. Future year costs will be included in the FY 2026-27, 2027-28, 2028-29, 2029-30, and 2030-31 budgets.

Summary

Staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute sole source Agreement No. C-5-3932 between the Orange County Transportation Authority and AAMCOM, LLC, in the amount of \$645,455, to provide call answering services for the 511 Motorist Assistance and Traveler Information and Freeway call box systems for a six-year term.

Attachment

None.

Prepared by:

Patrick Sampson

Patrick Sampson Manager, Motorist Services (714) 560-5425

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

Kirk Avila

General Manager, Express Lanes (714) 560-5674



May 12, 2025

То:	Members of the Board of Directors
From:	Darrell E. Johnson, Chief Executive Officer
Subject:	Approval to Release Request for Proposals for Temporary Staffing

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm or firms to provide temporary staffing services.

Recommendations

Services

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4052 to select a firm or firms to provide temporary staffing services.
- B. Approve the release of Request for Proposals 5-4052 for a firm or firms to provide temporary staffing services for a three-year initial term with two, two-year option terms.

Discussion

The Orange County Transportation Authority (OCTA) is committed to maintaining a high level of efficiency and productivity. To support this goal, temporary staff are utilized during periods of regular staff shortages or for special projects that require additional resources. These temporary positions are used only as needed to ensure deadlines are met and objectives are achieved, and they do not increase the number of approved budgeted positions. OCTA has utilized temporary staffing in this way since 1990.

Historically, most temporary staffing at OCTA has been in clerical or administrative support roles, often due to employee leaves of absence or turnover. Because leaves of absence are typically unplanned, OCTA lacks the internal capacity to cover these vacancies without additional support.

Temporary staff have also been brought in for special or non-recurring projects with defined end dates. Looking ahead, several factors may lead to continued reliance on temporary help, including a competitive and evolving labor market that could impact OCTA's ability to attract high-quality candidates. Additionally, temporary staff are needed to fill in for employees participating in the Employee Rotation Program.

While succession planning and retirement forecasting are ongoing priorities, there are instances when vacancies cannot be filled as quickly as needed. In such cases, temporary staffing becomes essential to maintain operations. Currently, 176 administrative employees are eligible for retirement. The ability to bring in temporary personnel during the transition period between an employee's departure and the hiring of a highly qualified replacement is critical to ensuring continuity and organizational stability.

The current contract for temporary staffing services was most recently approved by the Board of Directors (Board) on October 8, 2018. This agreement is set to expire on October 31, 2025. In order to ensure continuity of operations and ability to bridge the gap during temporary vacancies or for special projects, temporary staff are utilized to provide critical support and maintain productivity during these periods of transition.

Procurement Approach

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

The proposed evaluation criteria and weightings are as follows:

•	Qualifications of the Firm	25 percent
•	Staffing and Project Organization	20 percent
•	Work Plan	30 percent
•	Cost and Price	25 percent

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm is weighted at 25 percent as the firm must have the resources and capabilities to provide temporary personnel. Staffing and project organization is weighted at 20 percent to ensure an experienced project team is proposed. Work plan is weighted highest at 30 percent as the firm must

Approval to Release Request for Proposals for Temporary Staffing Services

demonstrate its work plan approach to provide temporary staff, such as screening and background checks, job skills testing, and processing temporary service order requests. Cost is also weighted at 25 percent to ensure a fair comparison of the proposed rates, as well as ensure that OCTA receives value for the services provided.

The contract term for this procurement is a three-year initial term with two, two-year option terms. The total budget for the initial term is anticipated to be approximately \$3,220,000.

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

Fiscal Impact

The final approved contract for temporary staffing services grants spending authority only and does not have a direct impact on the overall budget. Temporary staffing is used on an as-needed basis, based on the specific requirements of each department. Accordingly, anticipated costs are either included in each department's budget or offset by salary savings within the department's existing budget. These expenditures will be incorporated into OCTA's Proposed Fiscal Year 2025-26 Budget, pending Board approval, and will be funded with local funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 5-4052 to provide temporary staffing services, as well as approval of the proposed evaluation criteria and weightings.

Approval to Release Request for Proposals for TemporaryPage 4Staffing Services

Attachment

A. Draft Request for Proposals (RFP) 5-4052, Temporary Staffing Services

Prepared by:

Kiren Delressenzo

Karen DeCrescenzo Department Manager, Human Resources 714-560-5547

Pia Veesapen Director, Contracts Administration and Materials Management 714-560-5619 Approved by:

Maggie McJilton Executive Director, People and Community Engagement 714-560-5824

DRAFT REQUEST FOR PROPOSALS (RFP) 5-4052

TEMPORARY STAFFING SERVICES



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 12, 2025
Pre-Proposal Conference Date:	May 20, 2025
Question Submittal Date:	May 21, 2025
Proposal Submittal Date:	June 9, 2025
Interview Date:	July 16 & 17, 2025

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May 12, 2025

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 5-4052: "TEMPORARY STAFFING SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to temporary staffing services. The budget for this project is \$3,220,000 for a three (3)-year initial term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <u>http://www.octa.net/Proposal Upload Link</u>, at or before the deadline of 2:00 p.m. on June 9, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 5-4052**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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

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 <u>https://cammnet.octa.net</u>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 5-4052, 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>
Human Resource &	Human Resource - Services
Employment Services	Temporary Employment
	Service

A pre-proposal conference will be held both on-site/in-person and via teleconference on May 20, 2025, at 10:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09.

Prospective Offerors may join or call-in using the following credentials:

- <<u>MS TEAMS Meeting></u>
- OR Call-in Number: 916-550-9867
- Conference ID: 357 833 983#

All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established July 16 and 17, 2025, as the dates to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on May 20, 2025, at 10:00 a.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 09

- <<u>MS TEAMS Meeting</u>>
- OR Call-in Number: 916-550-9867
- Conference ID: 357 833 983#

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:

Michael Cardozo, Contract Administrator Contracts Administration and Materials Management Department Phone: 714.560. 5627, Fax: 888.404.6282 Email: mcardozo@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 offeror, subcontractor, lobbyist or agent hired by the offeror 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 offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror 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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at mcardozo@octa.net no later than 5:00 p.m., on May 21, 2025.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 5-4052," in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than May 29, 2025. Offerors may download responses from CAMM NET at <u>https://cammnet.octa.net</u>, or request responses be sent via email.

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>
Human Resource &	Human Resource - Services
Employment Services	Temporary Employment
	Service

Inquiries received after 5:00 p.m. on May 21, 2025 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <u>http://www.octa.net/Proposal Upload Link</u>, at or before the deadline of 2:00 p.m. on June 9, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 5-4052**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The Agreement will have a three-year initial term with two, two-year option terms.

L. CONFLICT OF INTEREST

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

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

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

M. 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.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

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. 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 Michael Cardozo, 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 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (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 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) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

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 work 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 work and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) 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 C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) 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 C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) 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

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a timeand-expense price contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

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.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The Offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Board Committee date on September 10, 2025 and sent via e-mail to the Contract Administrator.

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 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.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

Α. **EVALUATION CRITERIA**

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

1. Qualifications of the Firm

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**

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

Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; utility of suggested technical or procedural innovations.

4. Cost and Price

Reasonableness of the rates; competitiveness with other offers received; adequacy of data in support of figures guoted.

Β. 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 16 and 17, 2025, as the dates 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 these dates, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror

20%

25%

25%

after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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 the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

TEMPORARY STAFFING SERVICES

1.0 General Information

- 1.1 The Temporary Services Agency (TSA) shall provide the Orange County Transportation Authority (Authority) with qualified personnel (Temporary Personnel) to perform work assignments on a temporary basis.
- 1.2 Temporary Personnel may be required as a result of unforeseen shortfalls in the Authority's employee coverage due to, but not limited to, prolonged illness, leave of absence, extended position vacancies, additional staffing requirements for special projects, and other unforeseeable circumstances.
- 1.3 The average duration of a Temporary Personnel assignment at the Authority will average from approximately two (2) weeks up to three (3) months but may be shorter or longer.
- 1.4 Historically, the majority of the Authority's Temporary Personnel requirements have been in the clerical or administrative support staff categories. However, temporary staffing needs may arise in other job categories including entry-level marketing support, accounts payable, and other professional categories.

In the event multiple staffing agencies are awarded, the following will be included as part of the Scope of Work:

1.5 When the Authority has an assignment, the request will be submitted to the TSAs on current contract with the Authority. The Authority will then review submitted candidates and the best qualified candidate will be selected for the assignment. In the event that the chosen candidate is submitted by both TSAs, then the TSA who submitted the candidate first will be awarded the assignment.

2.0 Transmission of Service Order

- 2.1 Notifying the TSA
 - a. When the TSA services are required, an authorized representative of the Authority's Human Resources Department will contact the TSA to place a Temporary Service Order. The Authority's Human Resources Department will inform the TSA of the personnel requirements including the job duties, skills/training required, work hours, location, and estimated duration of assignment.

- b. The Authority considers the following characteristics when selecting Temporary Personnel: individual qualifications; skills; background; experience; work history; dependability, and the appropriateness of the candidate for the unique job requirements.
- 2.2 Authority Introduction of an Individual to TSA

Where the Authority introduces an individual to the TSA in order for that individual to provide temporary services to the Authority:

- a. The Authority will inform the individual of the TSA that the Authority has a contract with, and the individual shall sign up with the agency. If there is more than one (1) TSA, the individual will have the choice to sign up with one or both agencies (*if multiple staffing agencies are awarded*).
- b. In the event the individual only signs with one (1) TSA, then the Authority has the right to engage services of that individual through that TSA.
- c. In the event the individual signs up with multiple TSAs, then the TSA who submitted the candidate first will be awarded the assignment.
- d. The TSA shall screen individuals in accordance with 4.0 below.

3.0 Positions

The following is representative of the Temporary Personnel position titles requested most frequently. The TSA shall possess the capacity to provide available and qualified Temporary Personnel for these positions, at a minimum. Additional positions may be required depending on business needs. For informational purposes, the Authority's "Hourly Salary Structure" for the positions listed is provided in Attachment A.

Accountant Administrative Specialist Buyer Contract Administrator General Services Specialist Office Specialist, Assistant Office Specialist Office Specialist, Senior

4.0 TSA Required Personnel Screening

The TSA shall thoroughly screen all personnel prior to placing them on assignment with the Authority. The screening shall include the following:

- 4.1 Authority Required Screening
 - a. All candidate resumes and/or work applications forwarded by the TSA to the Authority's Human Resources Department are to be transmitted via email. Per item 2.1 above, candidates and work applications should, at a minimum, meet the requested position requirements specified. *Employment Reference Investigations* as described in paragraphs 4.2, 4.3, 4.4, and 4.5 below may be requested by the Authority in addition to candidate resume or application materials.
- 4.2 Job Skills Testing

The Authority may request the TSA to administer tests to evaluate the skills and knowledge required for temporary positions assigned by the TSA.

- 4.3 Criminal Background Check
 - a. Prior to commencement of any assignment, the TSA shall conduct a criminal background check covering the past seven (7) years for prospective Temporary Personnel identified by the Authority. The TSA shall have conducted an investigation for felony and misdemeanor records with the Superior and Municipal Court jurisdictions in which the candidate resided within the past seven years.
 - b. The TSA's cost of criminal background checks shall be included in the billing rate listed in Exhibit B, Price Summary Sheet. *The TSA shall exercise proper judgment referring Temporary Personnel to the Authority based on all screening requirements.*
- 4.4 Immigration Reform and Control Act of 1986

The TSA shall verify that the Temporary Personnel referred for assignment have proper documentation regarding their identity and employment status according to the Immigration Reform and Control Act

4.5 Dress Code

Temporary Personnel assigned to the Authority must report to work dressed in business and/or casual attire appropriate to the position. Temporary Personnel must maintain a clean, neat, and well-groomed appearance appropriate for the workplace and the work being performed.

5.0 Working Hours and Location

5.1 Working Hours and Assignment Duration

Temporary Personnel assignments normally will be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. However, specific working hours and the duration of assignments may vary from each individual assignment.

5.2 Location

Temporary Personnel may be assigned to any one of the following Authority locations:

600 South Main Street, Orange, CA 11800 Woodbury Road, Garden Grove, CA 11911 Woodbury Road, Garden Grove, CA 4301 West MacArthur Boulevard, Santa Ana, CA

5.3 Parking validation will be provided for Temporary Personnel on their first day if needed. The Authority may issue parking key cards to Temporary Personnel placed on a long-term basis. Temporary Personnel's failure to return parking key cards upon termination of the assignment will result in a key card replacement fee to the TSA.

6.0 Guarantees

- 6.1 Option to Hire
 - a. Temporary Personnel may be hired at no cost by the Authority after completion of sixty (60) days billed through the TSA. *Note: This amount of time may be waived upon mutual agreement.*
 - In the event that the Authority refers Temporary Personnel to the TSA, then they may be hired by the Authority at no cost and the sixty (60) billed days limit in a. above, will be waived.

6.2 No Charge Guarantee

The TSA shall comply with a "No Charge Guarantee" for the first day of an assignment when the TSA are notified that the Temporary Personnel is not suitable for the assignment.

6.3 Regulatory Requirements

As a condition of this Agreement, the TSA shall comply with all applicable labor and employment laws including but not limited to the Affordable Care Act, California Family Rights Act, Fair Employment and Housing Act, California Labor Code, and the Americans with Disabilities Act.

LIMITATION ON GOVERNMENTAL DECISIONS

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

ATTACHMENT A

AUTHORITY HOURLY SALARY STRUCTURE

ITEM	POSITION TITLE	<u>GRADE</u>	OCTA HOURLY RATE
1.	Accountant	185	\$37.65
2.	Administrative Specialist	160	\$29.50
3.	Buyer	180	\$35.85
4.	Contract Administrator	195	\$41.50
5.	General Services Specialist	145	\$25.48
6.	Office Specialist, Assistant	135	\$23.11
7.	Office Specialist	145	\$25.48
8.	Office Specialist, Senior	155	\$28.09

Rates listed below are based on the OCTA Personnel & Salary Resolution (PSR) for Financial Year (FY) 2024/25. These rates will remain in effect for the duration of the contract.

Rates are decided by equivalent job title and/or skills and experience required. For OCTA job titles and grades, refer to PSR FY 2024/25.

	OCTA
Class Title	Salary
	Grade
Accountant	185
Accountant, Associate	175
Accountant, Principal	205
Accountant, Senior	195
Accounting Specialist	155
Accounting Specialist, Associate	145
Accounting Specialist, Senior	165
Administrative Specialist	160
Analysis Project Manager	205
Applications Analyst	200
Applications Analyst, Associate	190
Applications Analyst, Principal	220
Applications Analyst, Senior	210
Asset Management Administrator	155
Assistant Base Manager	215
Base Manager	235
Benefits Specialist	185
Benefits Specialist, Associate	175
Benefits Specialist, Principal	215
Benefits Specialist, Senior	205
Bus Operations Supervisor	190
Business Computing Solutions Specialist	205
Business Computing Solutions Specialist, Associate	195
Business Computing Solutions Specialist, Lead	225
Business Computing Solutions Specialist, Senior	215
Business Intelligence Analyst	205
Business Intelligence Analyst, Associate	195
Business Intelligence Analyst, Senior	215
Business Systems Analyst	195
Business Systems Analyst, Associate	185
Business Systems Analyst, Principal	215
Business Systems Analyst, Senior	205
Business Unit Analyst	185
Business Unit Analyst, Associate	175
Business Unit Analyst, Principal	205
Business Unit Analyst, Senior	195

Buyer	180
Buyer, Associate	170
Buyer, Senior	190
Chief Operating Officer	285
Civil Engineer	215
Civil Engineer, Principal	235
Civil Engineer, Senior	225
Claims Manager	220
Claims Representative	180
Claims Representative, Associate	170
Claims Representative, Senior	190
Clerk of the Board Specialist	175
Clerk of the Board Specialist, Assistant	165
Clerk of the Board Specialist, Principal	190
Clerk of the Board Specialist, Senior	180
Communications Department Manager, Senior	280
Communications Specialist	190
Communications Specialist, Associate	180
Communications Specialist, Associate	210
Communications Specialist, Thicipal	200
Community Relations Specialist	175
Community Relations Specialist, Associate	165
Community Relations Specialist, Associate	105
Community Relations Specialist, Senior	185
Community Transportation Coordinator	105
Community Transportation Coordinator, Principal	215
Community Transportation Coordinator, Thiripar	205
Compensation Analyst	190
Compensation Analyst Compensation Analyst, Associate	180
Compensation Analyst, Associate	210
Compensation Analyst, 1 micipal	200
Construction Safety Section Manager	235
Construction Safety Specialist, Principal	233
Contract Analyst	205
Contract Administrator, Principal	215
Contract Administrator, Senior	205
Contract Administrator	195
Contract Administrator, Associate	185
Creative Services Specialist	170
Creative Services Specialist, Associate	160
Creative Services Specialist, Associate	190
Creative Services Specialist, Thirdpan Creative Services Specialist, Senior	180
Customer Relations Representative	130
Customer Relations Representative, Senior	140
Customer Relations Specialist	140
Customer Relations Specialist Customer Relations Specialist, Associate	150
Customer Relations Specialist, Associate	170
	170

Cyber Security Analyst	200
Cyber Security Analyst, Associate	190
Cyber Security Analyst, Senior	210
Cyber Security Compliance Analyst	195
Cyber Security Compliance Analyst, Associate	185
Cyber Security Compliance Analyst, Senior	205
Cyber Security Engineer, Associate	205
Cyber Security Engineer	210
Cyber Security Engineer, Senior	220
Cyber Security Intrusion Analyst	200
Cyber Security Intrusion Analyst, Associate	190
Cyber Security Intrusion Analyst, Senior	210
Cyber Security Risk Analyst	200
Cyber Security Risk Analyst, Principal	220
Cyber Security Risk Analyst, Senior	210
Data Warehouse Architect	215
Data Warehouse Architect, Associate	205
Data Warehouse Architect, Principal	235
Data Warehouse Architect, Senior	225
Database Administrator	205
Database Administrator, Principal	225
Database Administrator, Senior	215
DBE (Disadvantaged Business Enterprise)	
Specialist	185
DBE (Disadvantaged Business Enterprise)	
Specialist, Associate	175
DBE (Disadvantaged Business Enterprise)	
Specialist, Senior	195
Department Manager	260
Department Manager, Senior	270
Deputy Treasurer	230
Desktop Support Technician	180
Desktop Support Technician, Associate	170
Desktop Support Technician, Senior	190
Desktop Support Technician, Principal	200
Digital/Reprographic Specialist	150
Digital/Reprographic Specialist, Senior	160
Director	285
Emergency Management Specialist	210
Employee Programs Administrator	190
Employee Programs Specialist	175
Employee Relations Representative	190
Employee Relations Representative, Associate	180
Employee Relations Representative, Principal	210
Employee Relations Representative, Senior	200
Executive Assistant I	160
Executive Assistant II	170

Executive Assistant III	175
Executive Assistant IV	180
Executive Assistant V	190
Facilities Maintenance Supervisor	205
Field Administrator	180
Field Administrator, Associate	170
Field Administrator, Senior	190
Financial Analyst	195
Financial Analyst, Associate	185
Financial Analyst, Principal	215
Financial Analyst, Senior	205
Fleet Analyst	175
Fleet Analyst, Associate	165
Fleet Analyst, Senior	185
General Services Specialist	145
General Services Specialist, Assistant	135
General Services Specialist, Senior	155
GIS Analyst	195
GIS Analyst, Associate	185
GIS Analyst, Principal	215
GIS Analyst, Senior	205 195
Government Relations Representative Government Relations Representative, Associate	195
Government Relations Representative, Associate	215
Government Relations Representative, Senior	205
Grants Technician	155
Health, Safety & Compliance Specialist, Associate	185
Health, Safety & Environmental Compliance	
Specialist	195
Health, Safety & Environmental Compliance	
Specialist, Principal	215
Health, Safety & Environmental Compliance	
Specialist, Senior	205
Human Resources Assistant	160
Human Resources Business Partner	195
Human Resources Business Partner, Associate	185
Human Resources Business Partner, Senior	205
Human Resources Business Partner, Principal	215
Human Resources Representative	185
Human Resources Representative, Associate	175
Human Resources Representative, Senior	195
Internal Audit, Senior Manager	245
Internal Auditor	205
Internal Auditor, Associate	195
Internal Auditor, Principal	225
Internal Auditor, Senior	215 190
Inventory Analyst	190

IS Business Strategist	230
IS Enterprise Architect	225
IS Project Manager I	210
IS Project Manager II	220
IS Project Manager III	230
IS Project Manager, Senior	240
Learning & Development Administrator, Principal	205
Learning & Development Administrator, Senior	195
Learning and Development Administrator	185
Learning and Development Administrator, Associate	175
LOSSAN Accounting Analyst	185
LOSSAN Accounting Analyst, Associate	175
LOSSAN Accounting Analyst, Senior	195
LOSSAN Capital Program Manager	255
LOSSAN Deputy Managing Director	285
LOSSAN Equipment and Mechanical Manager	235
LOSSAN Executive Administrative Assistant	175
LOSSAN Finance and Administration Manager	260
LOSSAN Marketing and Communications Manager	220
LOSSAN Marketing Specialist	180
LOSSAN Marketing Specialist, Associate	170
LOSSAN Marketing Specialist, Principal	200
LOSSAN Marketing Specialist, Senior	190
LOSSAN Operations Compliance and Safety	
Manager	245
LOSSAN Planning & Communication Manager	260
LOSSAN Planning and Analysis Manager	245
LOSSAN Program Manager	255
LOSSAN Programming & Grants Manager	255
LOSSAN Project Manager, Senior	240
LOSSAN Senior Manager, Finance &	
Administration	270
LOSSAN Transportation Analyst	195
LOSSAN Transportation Analyst, Associate	185
LOSSAN Transportation Analyst, Principal	215
LOSSAN Transportation Analyst, Senior	205
LOSSAN Transportation Funding Analyst	195
LOSSAN Transportation Funding Analyst,	
Associate	185
LOSSAN Transportation Funding Analyst, Principal	215
LOSSAN Transportation Funding Analyst, Senior	205
Maintenance Field Administrator	200
Maintenance Field Administrator, Principal	220
Maintenance Field Administrator, Senior	210
Maintenance Instructor	200
Maintenance Instructor, Senior	210
Maintenance Planner	190

Maintenance Resource Analyst	185
Maintenance Resource Analyst, Senior	195
Maintenance Supervisor	205
Marketing Specialist	180
Marketing Specialist, Assistant	160
Marketing Specialist, Associate	170
Marketing Specialist, Principal	200
Marketing Specialist, Senior	190
Materials Management Planner	190
Network Administrator	200
Network Administrator, Associate	190
Network Administrator, Principal	220
Network Administrator, Senior	210
Network Analyst	200
Network Analyst, Associate	190
Network Analyst, Senior	210
Office Specialist	145
Office Specialist, Assistant	135
Office Specialist, Senior	155
On-Board Evaluator	125
Operations Analyst, Principal	205
Operations Project Manager	230
Pass Sales Coordinator	165
Payroll Administrator	180
Program Management Analyst	195
Program Management Analyst, Associate	185
Program Management Analyst, Principal	215
Program Management Analyst, Senior	205
Program Manager	260
Program Manager, Senior	270
Programming & Grants Development Manager	245
LOSSAN Program Manager, Senior	270
Programmer Analyst	190
Programmer Analyst, Associate	180
Programmer Analyst, Senior	200
Project Controls Analyst, Associate	180
Project Controls Analyst	190
Project Controls Analyst, Principal	210
Project Controls Analyst, Senior	200
Project Manager I	210
Project Manager II	220
Project Manager III	230
Project Manager, Senior	240
Public Records Administrator	170
Public Records Administrator, Associate	160
Rail Maintenance-of-Way Administrator	185
Rail Maintenance-of-Way Administrator, Senior	195

Rail Systems Safety Specialist, Principal	215
Real Property Agent	185
Real Property Agent, Associate	175
Real Property Agent, Principal	205
Real Property Agent, Senior	195
Real Property Department Manager, Senior	280
Records Administrator	160
Records Administrator, Senior	170
Revenue Administrator	185
Revenue Administrator, Associate	175
Revenue Administrator, Principal	205
Revenue Administrator, Senior	195
Schedule Analyst	180
Schedule Analyst, Associate	170
Schedule Analyst, Senior	190
Schedule Analyst, Principal	200
Section Manager I	210
Section Manager II	220
Section Manager III	235
Section Manager, Senior	245
Section Supervisor I	185
Section Supervisor II	195
Section Supervisor, Senior	205
Security Systems Administrator	195
Security Systems Administrator, Associate	185
Security Systems Administrator, Senior	205
Senior Real Property Manager	280
Senior Strategic Communications Manager	280
Service Planning Analyst	195
Service Planning Analyst, Principal	215
Service Planning Analyst, Senior	205
SharePoint System Architect	210
SMS (Safety Management System) Program	220
Manager	220
Stops and Zones Analyst	185 175
Stops and Zones Analyst, Associate	
Stops and Zones Analyst, Principal	205
Stops and Zones Analyst, Senior	195
Stops and Zones Planner	185 175
Stops and Zones Planner, Associate	175
Stops and Zones Planner, Senior	245
Strategic Plan Administrator Systems Engineer	245
Systems Engineer, Associate	195
Systems Engineer, Senior	215
Talent Acquisition Specialist	185
Talent Acquisition Specialist, Associate	175
ו מוטווג הטקעוטוגוטון טףבטמווטג, הסטטנומנב	175

Talent Acquisition Specialist, Principal	205
Talent Acquisition Specialist, Senior	195
Telecommunications Administrator	180
Telecommunications Technician	180
Transit Project Manager I	210
Transit Project Manager II	220
Transit Project Manager III	230
Transportation Analyst	195
Transportation Analyst, Associate	185
Transportation Analyst, Principal	215
Transportation Analyst, Senior	205
Transportation Funding Analyst	195
Transportation Funding Analyst, Associate	185
Transportation Funding Analyst, Principal	215
Transportation Funding Analyst, Senior	205
Transportation Funding Specialist	165
Transportation Modeling Analyst	195
Transportation Modeling Analyst, Associate	185
Transportation Modeling Analyst, Principal	215
Transportation Modeling Analyst, Senior	205
Warranty Coordinator	170
Warranty Coordinator, Associate	160
Warranty Coordinator, Senior	180
Web Data Analyst	175
Web Data Analyst, Associate	165
Web Data Analyst, Senior	185
Web Developer	190
Web Developer, Principal	210
Web Developer, Senior	200
Wellness Coordinator	190
Worker's Compensation Program Specialist	185

Grade	OCTA Hourly Rate
100	16.42
105	17.25
110	18.11
115	19.01
120	19.96
125	20.96

130	22.01
135	23.11
140	24.27
145	25.48
150	26.75
155	28.09
160	29.50
165	30.97
170	32.52
175	34.15
180	35.85
185	37.65
190	39.53
195	41.50
200	43.58
205	45.76
210	48.05
215	50.45
220	52.97
225	55.62
230	58.40
235	61.32
240	64.39
245	67.61
250	70.99
255	74.53
260	78.26

265	82.17
270	86.28
275	90.60
280	95.13
285	99.88
290	104.88
295	110.12

Each TSA invoice received is reviewed by Human Resources (HR) for position, title, name, and rate. The invoice is then sent to the department utilizing the temporary staff. The manager of the temporary staff will sign to authorize the hours worked and include the appropriate account code.

Please note, the job titles on the invoices do not necessarily reflect OCTA job titles, the rate is the value that should be confirmed.

The TSA shall provide the ability for the Authority to approve timesheets electronically.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 5-4052

Enter below fully-burdened hourly rates for each category grade described in the Scope of Work, Exhibit A. Rates shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a time-and-expense price contract.

SCHEDULE I --- HOURLY RATE SCHEDULE Initial Term: Effective through October 31, 2028

Note: Consultant Hourly Pay Rate – includes weekdays, Saturday, Sunday, Holidays, and Overtime. Hourly Billable Rate – includes consultant hourly rate, general and administration, overhead, and profit. Note: For cost analysis purposes, please provide rates for the above designated grade.

	Effective – 10/31/26		11/1/26 –	11/1/26 – 10/31/27		11/1/27 – 10/31/28	
Grade	OCTA Hourly Rate	Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate
100	\$16.42	\$	\$	\$	\$	\$	\$
105	\$17.25	\$	\$	\$	\$	\$	\$
110	\$18.11	\$	\$	\$	\$	\$	\$
115	\$19.01	\$	\$	\$	\$	\$	\$
120	\$19.96	\$	\$	\$	\$	\$	\$
125	\$20.96	\$	\$	\$	\$	\$	\$
130	\$22.01	\$	\$	\$	\$	\$	\$

RFP 5-4052 EXHIBIT B

135	\$23.11	¢	\$	\$	\$	\$	EXHIBIT B
		\$	Φ	Φ	Φ	Φ	Φ
140	\$24.27	\$	\$	\$	\$	\$	\$
145	\$25.48	\$	\$	\$	\$	\$	\$
150	\$26.75	\$	\$	\$	\$	\$	\$
155	\$28.01	\$	\$	\$	\$	\$	\$
160	29.50	\$	\$	\$	\$	\$	\$
165	30.97	\$	\$	\$	\$	\$	\$
170	32.52	\$	\$	\$	\$	\$	\$
175	34.15	\$	\$	\$	\$	\$	\$
180	35.85	\$	\$	\$	\$	\$	\$
185	37.65	\$	\$	\$	\$	\$	\$
190	39.53	\$	\$	\$	\$	\$	\$
195	41.50	\$	\$	\$	\$	\$	\$
200	43.58	\$	\$	\$	\$	\$	\$
205	45.76	\$	\$	\$	\$	\$	\$
210	48.05	\$	\$	\$	\$	\$	\$
215	50.45	\$	\$	\$	\$	\$	\$
220	52.97	\$	\$	\$	\$	\$	\$
							<u> </u>

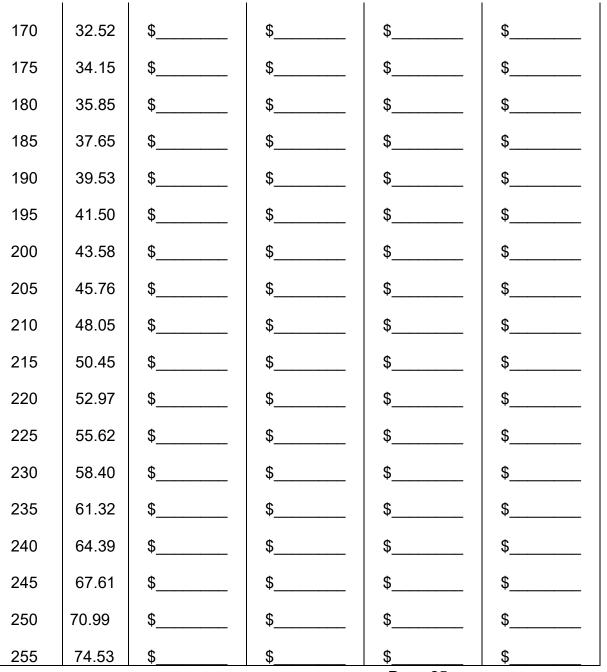
RFP 5-4052 EXHIBIT B

			 	EXHIBIT B
225	55.62	\$ \$	\$ \$	\$ \$
230	58.40	\$ \$	\$ \$	\$ \$
235	61.32	\$ \$	\$ \$	\$ \$
240	64.39	\$ \$	\$ \$	\$ \$
245	67.61	\$ \$	\$ \$	\$ \$
250	70.99	\$ \$	\$ \$	\$ \$
255	74.53	\$ \$	\$ \$	\$ \$
260	78.26	\$ \$	\$ \$	\$ \$
265	82.17	\$ \$	\$ \$	\$ \$
285	86.28	\$ \$	\$ \$	\$ \$
275	90.60	\$ \$	\$ \$	\$ \$
280	95.13	\$ \$	\$ \$	\$ \$
285	99.88	\$ \$	\$ \$	\$ \$
290	104.88	\$ \$	\$ \$	\$ \$
295	110.12	\$ \$	\$ \$	\$ \$

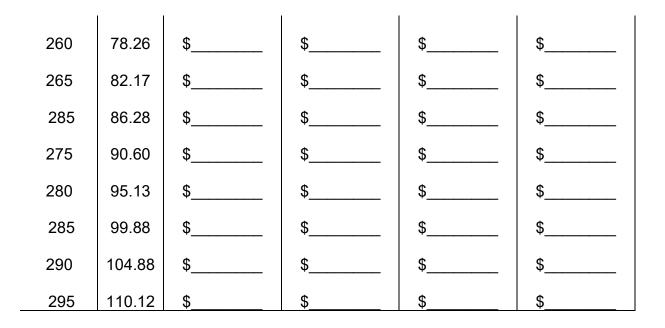
		11/1/28 – 10/31/29		11/1/29 – 10/31/30		
Grade	OCTA Hourly Rate	Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate	
100	\$16.42	\$	\$	\$	\$	
105	\$17.25	\$	\$	\$	\$	
110	\$18.11	\$	\$	\$	\$	
115	\$19.01	\$	\$	\$	\$	
120	\$19.96	\$	\$	\$	\$	
125	\$20.96	\$	\$	\$	\$	
130	\$22.01	\$	\$	\$	\$	
135	\$23.11	\$	\$	\$	\$	
140	\$24.27	\$	\$	\$	\$	
145	\$25.48	\$	\$	\$	\$	
150	\$26.75	\$	\$	\$	\$	
155	\$28.01	\$	\$	\$	\$	
160	29.50	\$	\$	\$	\$	
165	30.97	\$	\$	\$	\$	

First Option Term: November 1, 2028 through October 31, 2030

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Second Option Term: November 1, 2030 through October 31, 2032

		11/1/30 – 10/31/31		11/1/31 – 10/31/32	
Grade	OCTA Hourly Rate	Hourly Agency Bill Rate	Hourly Pay Rate	Hourly Agency Bill Rate	Hourly Pay Rate
100	\$16.42	\$	\$	\$	\$
105	\$17.25	\$	\$	\$	\$
110	\$18.11	\$	\$	\$	\$
115	\$19.01	\$	\$	\$	\$
120	\$19.96	\$	\$	\$	\$

125	\$20.96	\$ \$	\$ \$
130	\$22.01	\$ \$	\$ \$
135	\$23.11	\$ \$	\$ \$
140	\$24.27	\$ \$	\$ \$
145	\$25.48	\$ \$	\$ \$
150	\$26.75	\$ \$	\$ \$
155	\$28.01	\$ \$	\$ \$
160	29.50	\$ \$	\$ \$
165	30.97	\$ \$	\$ \$
170	32.52	\$ \$	\$ \$
175	34.15	\$ \$	\$ \$
180	35.85	\$ \$	\$ \$
185	37.65	\$ \$	\$ \$
190	39.53	\$ \$	\$ \$
195	41.50	\$ \$	\$ \$
200	43.58	\$ \$	\$ \$
205	45.76	\$ \$	\$ \$
210	48.05	\$ \$	\$ \$

215	50.45	\$ \$	\$ \$
220	52.97	\$ \$	\$ \$
225	55.62	\$ \$	\$ \$
230	58.40	\$ \$	\$ \$
235	61.32	\$ \$	\$ \$
240	64.39	\$ \$	\$ \$
245	67.61	\$ \$	\$ \$
250	70.99	\$ \$	\$ \$
255	74.53	\$ \$	\$ \$
260	78.26	\$ \$	\$ \$
265	82.17	\$ \$	\$ \$
285	86.28	\$ \$	\$ \$
275	90.60	\$ \$	\$ \$
280	95.13	\$ \$	\$ \$
285	99.88	\$ \$	\$ \$
290	104.88	\$ \$	\$ \$
295	110.12	\$ \$	\$ \$

SCHEDULE II --- OTHER DIRECT COSTS SCHEDULE

	Type of ODC	Quantity	Unit Rate	Budget Amount
1				
2				
3				
4				
5				
6				
Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "At Cost" OR (b) up to the applicable Current Rate listed in this				
Sch	nedule II, whichever is less.			

Supporting documentation must accompany invoice.

*Please note the following:

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

1.	I acknowledge receipt of RFP 5-4052 and Addenda I	No.(s)	
----	---	--------	--

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

COMPANY NAME	
ADDRESS	
TELEPHONE	
FACSIMILE #	
EMAIL ADDRESS	
SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR	
NAME AND TITLE OF PERSON	
AUTHORIZED TO BIND OFFEROR	

DATE SIGNED

EXHIBIT C: PROPOSED AGREEMENT

	RFP 5-4052
	EXHIBIT C
1	PROPOSED AGREEMENT NO. C- 5-4052
2	BETWEEN
3	ORANGE COUNTY TRANSPORTATION AUTHORITY
4	AND
5	
6	THIS AGREEMENT is effective this day of, 2025 ("Effective
7	Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box
8	14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred
9	to as "AUTHORITY"), and , , , , (hereinafter referred to as "CONSULTANT").
10	WITNESSETH:
11	WHEREAS, AUTHORITY requires assistance from CONSULTANT to provide temporary staffing
12	services; and
13	WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and
14	WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience,
15	and is capable of performing such services; and
16	WHEREAS, CONSULTANT wishes to perform these services.
17	NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONSULTANT
18	as follows:
19	ARTICLE 1. COMPLETE AGREEMENT
20	A. This Agreement, including all exhibits and documents incorporated herein and made
21	applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
22	this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
23	understandings and communications. The invalidity in whole or in part of any term or condition of this
24	Agreement shall not affect the validity of other terms or conditions.
25	B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26	performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

<u>Names</u>

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

person, unless CONSULTANT is not provided with such notice by the departing employee. AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through October 31, 2028 ("Initial Term") unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twenty-four (24) months, commencing November 1, 2028, and continuing through October 31, 2030 ("First Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in Article 5, "Payment."

C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an additional twenty-four (24) months commencing November 1, 2030, and continuing through October 31, 2032 ("Second Option Term"), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in accordance with Exhibit A and at the amounts or rates set forth in Article 5, "Payment."

D. AUTHORITY Y's election to extend this Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through October 31, 2032, which period encompasses the Initial Term, First Option Term, and Second Option Term.

ARTICLE 5. PAYMENT

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

EXHIBIT C

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

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

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Agreement No. C-5-4052;

Specify the effort for which the payment is being requested;

3. The time period covered by the invoice;

4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;

1.

2.

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

6. Itemized expenses including support documentation incurred during the billing period;

7. Monthly Progress Report;

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

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

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

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

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ATT	FNT	ION:
		1014.

Title:

Phone:

Email:

ATTENTION: Michael Cardozo Title: Contract Administrator Phone: (714) 560 - 5627 Email: mcardozo@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage in full force and effect during the entire term of the 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

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

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

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

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

E. CONSULTANT shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. CONSULTANT shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to <u>octa@instracking.com</u>.

F. CONSULTANT shall include on the face of the certificate of insurance, the following

EXHIBIT C

information:

1. The Agreement No. C-5-4052 and, the Contract Administrator's Name, Michael Cardozo

2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP <u>5-4052</u>; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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EXHIBIT C

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents (indemnities) from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent

acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses

Subcontractor Functions

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all

applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or

EXHIBIT C

becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at

CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 13, and a price shall be negotiated for all preliminary data.

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

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

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

CONSULTANT shall not make, participate in making, or use its position to influence any governmental decisions as defined by the Political Reform Act, Government Code section 8100 et seq.,

RFP 5-4052

EXHIBIT C

and the implementing regulations in Title 2 of the California Code of Regulations section 18110 et seq. CONSULTANT's personnel performing services under this Agreement shall not authorize or direct any actions, votes, appoint any person, obligate, or commit AUTHORITY to any course of action or enter into any contractual agreement on behalf of AUTHORITY. In addition, CONSULTANT's personnel shall not provide information, an opinion, or a recommendation for the purpose of affecting a decision without significant intervening substantive review by AUTHORITY personnel, counsel, and management.

ARTICLE 28. FORCE MAJEURE

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

EXHIBIT C

1	IN WITNESS WHEREO	F , the parties hereto have caused this Agreement No. C- 5-4052 to be
2	executed as of the date of the la	st signature below.
3	CONSULTANT	ORANGE COUNTY TRANSPORTATION AUTHORITY
4	Ву:	By:
5		Darrell E. Johnson Chief Executive Officer
6		
7		APPROVED AS TO FORM:
8		
9		Ву:
10		James M. Donich General Counsel
11		
12		APPROVED:
13		Bv.
14		By: Maggie McJilton Executive Director, People and Community
15		Engagement
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		Page 16 of 16

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

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, settlen	nents, arbitrations, or investigations associated with contract:
(2) Summary and Status of co	ontract:
(3) Summary and Status of ac	tion 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

Revised. 03/16/2018

EXHIBIT E: CAMPAIGN CONTRIBTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$500 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 \$500 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 \$500 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 \$500 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 \$500 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:	RI	FP Title:		
Was a campaign contribution made to any OCTA Board Member within the preceding 12 month regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/ agent/lobbyist? Yes No				
If no, please sign and	d date below.			
If yes , please provide	e the following information:			
Prime Contractor Firr	n Name:			
Contributor or Contrib	outor Firm's Name:			
Contributor or Contrib	outor Firm's Address:			
Is Contributor:				
• The Prime C		Yes	No	
 Subconsultar Agent/Lobby 	ist hired by Prime	Yes	No	
	the Prime in this RFP	Yes	No	
contributions, the nan	ember(s) to whom you, your ne of the contributor, the dates ution. Each date must include	of contribution(s) in	the preceding 12 months	and dollar
Name of Board Mem	ber:			
	on(s):			
Amount(s):				
Name of Board Mem	ber:			
Name of Contributor:				
Date(s) of Contributio	on(s):			
Amount(s):				
Date:		Signature of C	Contributor	
Print Firm Name		Print Name of	Contributor	

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

Board of Directors

Doug Chaffee, Chair Jamey Federico, Vice Chair Valerie Amezcua, Director Mike Carroll, Director Katrina Foley, Director Patrick Harper, Director Michael Hennessey, Director Fred Jung, Director Stephanie Klopfenstein, Director **Carlos Leon, Director** Janet Nguyen, Director Tam Nguyen, Director Vicente Sarmiento, Director John Stephens, Director Mark Tettemer, Director **Donald Wagner, Director**

EXHIBIT F: SAFETY SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) 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. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.
 - 1. <u>Serious Injury:</u> includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
 - Serious Incident: includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
 - 3. <u>OSHA Recordable Injury / Illness:</u> includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

4. <u>Significant Near Miss Incident;</u> includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:			
RFP No.:	RFP Title:		
Deviation or Exception No. :			
<i>Check one:</i>Scope of Work (TechnicalProposed Agreement (Control			
Reference Section/Exhibit:		Page/Article No	
Complete Description of Deviation	n or Exception:		
			·····
			·····
Rationale for Requesting Deviation	on or Exception:		
		· · · · · · · · · · · · · · · · · · ·	
Area Below Reserved for Authority U	se Only:		



May 12, 20	25		/	N	the	-
То:	Members of	the Board of	f Directors	1		
From:	Darrell E. Jo	hnson, Chie	f Executive	Offic	cer	
Subject:	Approval to	Release	Request	for	Proposals	for

Subject: Approval to Release Request for Proposals for Claims Administration of the Self-Insured Workers' Compensation Program

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate the competitive procurement process to select a firm for the purpose of providing claims administration for the Orange County Transportation Authority Self-Insured Workers' Compensation Program.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-3964 to select a firm to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program.
- B. Approve the release of Request for Proposals 5-3964 for a firm to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program.

Discussion

The State of California requires each employer to secure payment for workers' compensation as provided in Section 3700 of the Labor Code. An employer may be insured through an insurance company or be permissibly self-insured. The Orange County Transportation Authority (OCTA) received approval from the Director of the Industrial Relations Department to self-insure and self-administer its workers' compensation claims in 1979. OCTA contracts with and oversees a third party to administer the state-mandated claims process. The third-party administrator performs claims handling duties that include the investigation, evaluation, management of mandated benefits, and final resolution of claims.

Approval to Release Request for Proposals for Claims *Page 2* Administration of the Self-Insured Workers' Compensation Program

The current contract for claims administration is set to expire on October 31, 2025, and a new contract is necessary to continue.

Procurement Approach

OCTA's procurement policies and procedures require that the Board of Directors (Board) approve the release of 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 proposed RFP with evaluation criteria and weightings, which will be used to evaluate proposals received in response to this RFP.

The proposed criteria and weightings are as follows:

•	Qualifications of the Firm	20 percent
•	Staffing and Project Organization	25 percent
•	Work Plan	30 percent
•	Cost and Price	25 percent

Several factors were considered in developing the evaluation criteria weightings. Workers' compensation is a heavily regulated system requiring proper handling of claims within specific deadlines. To ensure these standards are met, the weight for qualifications of the firm is weighted at 20 percent. The firm must have a proven track record of handling complex and high-value claims. Staffing and project organization is weighted at 25 percent to ensure the firms propose a knowledgeable management team and staff that are experienced in all aspects of the administration of workers' compensation claims to cost effectively manage the claims process. Work plan is weighted highest at 30 percent to emphasize the importance of the proposing firms to effectively demonstrate their understanding and approach to completing the work specified in the scope of work. Cost and price is weighted at 25 percent to ensure competitiveness in proposed pricing to accomplish the required work and ensure that OCTA receives value for the claims administration provided.

The contract term for this procurement will be for a five-year term. The total cost for the term is anticipated to be \$2,800,000. This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

The project will be included in OCTA's Proposed Fiscal Year 2025-26 Budget, pending Board approval, People and Community Engagement, Risk Management Department, Account No. 0041-7519-A2311-F41, and will be funded through the Local Transportation Fund.

Summary

Board of Directors' approval is requested to release Request for Proposals 5-3964 for claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program and approval of the proposed evaluation criteria and weightings.

Attachment

A. Draft Request for Proposals RFP 5-3964 Claims Administration of the Workers' Compensation Program

Prepared by:

Greg Bych Department Manager, Risk Management 714-560-5817

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

Approved by:

Maggie McJilton Executive Director, People and Community Engagement 714-560-5824

REQUEST FOR PROPOSALS (RFP) 5-3964

CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS' COMPENSATION PROGRAM



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 12, 2025
Pre-Proposal Conference Date:	May 20, 2025
Question Submittal Date:	May 22, 2025
Proposal Submittal Date:	June 10, 2025
Interview Date:	July 2, 2025

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NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 5-3964: "CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS' COMPENSATION PROGRAM"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide claims administration services for the Authority's Self-Insured Workers' Compensation Program. The budget for this project is \$2,800,000 for a five-year term.

Please note that by submitting a Proposal, Offeror certifies that it is not subject to any Ukraine/Russia-related economic sanctions imposed by the State of California or the United States Government including, but not limited to, Presidential Executive Order Nos. 13660, 13661, 13662, 13685, and 14065. Any individual or entity that is the subject of any Ukraine/Russia-related economic sanction is not eligible to submit a Proposal. In submitting a Proposal, all Offerors agree to comply with all economic sanctions imposed by the State or U.S. Government.

Proposals must be submitted, electronically, through the following URL link: <u>http://www.octa.net/Proposal Upload Link</u>, at or before the deadline of 2:00 p.m. on June 10, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 5-3964**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

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

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 <u>https://cammnet.octa.net</u>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 5-3964, 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:

Category:	Commodity:
Professional Services	Insurance - Administration
	Insurance - Brokers & Agents
	Insurance - Claims Adjusters
	Insurance - Claims Auditors
	Insurance - Services

A hybrid pre-proposal conference will be held on May 20, 2025, at 2:00 p.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office:

550 South Main Street, Orange, California, 92868 Conference Room Number 09.

Prospective Offerors who wish to join via teleconference, please join or call-in using the following credentials:

- Join the meeting now
- OR Call-in Number: +1 916-550-9867
- Conference ID: 994 223 047#

All prospective Offerors are encouraged to attend the pre-proposal conference.

A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on May 20, 2025, at 2:00 p.m.

For prospective Offerors who wish to join in-person/on-site, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, 92868, Conference Room Number 09:

Prospective Offerors not attending in-person may join or call-in using the following credentials:

- Join the meeting now
- OR Call-in Number: +1 916-550-9867
- Conference ID: 994 223 047#

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

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:

Luis Martinez, Senior Contract Administrator Contracts Administration and Materials Management Department Phone: 714.560.5767 Email: Imartinez1@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 offeror, subcontractor, lobbyist or agent hired by the offeror 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 offeror, subcontractor, lobbyist or agent hired by the offeror that engages in such prohibited communications may result in disqualification of the offeror 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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at Imartinez1@octa.net no later than 5:00 p.m., on May 22, 2025.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 5-3964," in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 27, 2025. Offerors may download responses from CAMM NET at <u>https://cammnet.octa.net</u>, or request responses be sent via email.

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:

Category:	Commodity:
Professional Services	Insurance - Administration
	Insurance - Brokers & Agents
	Insurance - Claims Adjusters
	Insurance - Claims Auditors
	Insurance - Services

Inquiries received after 5:00 p.m. on May 22, 2025 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: <u>http://www.octa.net/Proposal Upload Link</u>, at or before the deadline of 2:00 p.m. on June 10, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.

Offerors are instructed to click the upload link, select "**RFP 5-3964**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

Should Offerors encounter technical issues with uploading the proposals via the link provided, Offerors are required to contact the Contract Administrator prior to the submission deadline. Proposals and supplemental information to proposals received after the date and time specified above will be rejected.

2. Acceptance of Proposals

a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five (5)-year term.

L. CONFLICT OF INTEREST

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

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

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

M. 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.

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California

Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

Notwithstanding the above, all information regarding proposal responses will be held as confidential until such time as the evaluation has been completed; an award has been made by the Board of Directors or Authority Staff, as appropriate; and the contract has been fully negotiated.

O. STATEMENT OF ECONOMIC INTERESTS

The awarded Offeror (including designated employees and subconsultants) may be required to file Statements of Economic Interests (Form 700) in accordance with the Political Reform Act (Government Code section 81000 et seq.). This applies to individuals who make, participate in making, or act in a staff capacity for making governmental decisions. The AUTHORITY determines which individuals are required to file a Form 700, and if such determination is made, the individuals must file Form 700s with the AUTHORITY's Clerk of the Board no later than 30 days after the execution of the Agreement, annually thereafter for the duration of the Agreement, and within 30 days of termination of the Agreement.

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 and double-spaced. 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 Luis Martinez, 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 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to function as the Authority's Claims, Medical Review Auditing, Utilization Review and Medical Case Management Administrator for the next five (5) years. Describe experience in working with the various government agencies identified in this RFP.
- (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) Offeror shall complete and submit with proposal the Claims Administration Questionnaire included in this RFP as Attachment A to Exhibit A, Scope of Work.
- (5) Describe the Offeror's computer capabilities, identifying the specific reports that can be generated. Provide samples of standard reports that can be generated. Provide sample of standard report package with your proposal.
- (6) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (7) 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.
- (8) 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) The claims unit will include:
 - a. One (1) Executive claims staff person
 - b. One (1) Claims Manager
 - c. One (1) Account Manager
 - d. One (1) Claims Supervisor
 - 1. A minimum of five (5) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - 2. A minimum of two (2) years of supervisory experience.
 - e. Two (2) Dedicated Claims Examiners
 - A minimum of four (4) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - f. One (1) Dedicated Claims Assistant

- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The 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 timely transition from the current administrator. Offeror shall provide a thirty (30)day timetable outlining transition activities (i.e. conversion of data, testing process and procedures, staff training, etc.) that demonstrate Offeror's ability to go-live by November 1, 2025.
- (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 C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) 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 C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) 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

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firmfixed total annual fee regardless of volume of claims for claims administration services as specified in the Scope of Work, included in this RFP as Exhibit A.

Offeror shall submit a cost and price proposal for the following:

- Bundled - Cost and price proposal shall include all of the following:

- Claims Administration
- Medical Bill Auditing
- Utilization Review
- Medical Case Management

- Unbundled - Cost and price proposal shall include the following separate services:

- Claims Administration
- Medical Bill Auditing
- Utilization Review
- Medical Case Management

Offerors shall respond with individual proposals to the bundled and unbundled requirements of this RFP

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.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal

submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Board Committee date on August 27, 2025 and sent via e-mail to the Contract Administrator.

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 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 (1) copy of the completed form(s) as part of its 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.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm

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. firm's computer capabilities to generate customized reports; completeness of response to "Claims Administration Questionnaire, Attachment A."

2. Staffing and Project Organization

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

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.

4. Cost and Price

Reasonableness of the total price and competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 2, 2025, 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

20%

25%

30%

25%

interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

The Authority's Board of Directors will consider the selection of the firm(s) recommended by the Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

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 the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

CLAIMS ADMINISTRATION OF THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

The Orange County Transportation Authority (OCTA) requires third-party administration for its Self-Insured Workers' Compensation Program. This includes handling claims administration, cost control, compliance with relevant laws, and providing necessary reports and consultation. The services shall align with industry standards and adapt to any statutory or regulatory changes. Additionally, this includes bundled services that integrate claims management, compliance monitoring, and cost-containment strategies to ensure a comprehensive and efficient approach to workers' compensation administration.

- Self-Insured since: 2/1/77
- Excess Carrier: Safety National Casualty Corporation
- Self-Insured Retention: \$750,000
- Number of employees projected for 11/1/2025: 1,349
- Three (3)-year average claims data (FY 2022-2024):
 - New Claims: 159
 - Claims Pending: 262
 - o Claims Cost: \$4,753,803
 - o Outstanding Reserves: \$8,923,551
- 1. General Requirements:
 - A. The Third-Party Administrator (ADMINISTRATOR) shall manage and resolve Workers' Compensation claims. ADMINISTRATOR shall represent OCTA in all matters related to the investigation, adjustment, processing, supervision and resolution of Workers' Compensation claims against OCTA.
 - B. The claims unit shall include:
 - i. One (1) Executive claims staff person
 - ii. One (1) Claims Manager
 - iii. One (1) Account Manager
 - iv. One (1) Claims Supervisor
 - A minimum of five (5) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - 2. A minimum of two (2) years of supervisory experience.
 - v. Two (2) Dedicated Claims Examiners
 - A minimum of four (4) years California Workers' Compensation claims experience preferably with a public agency and certification as a Self-Insured Administrator by the State of California Department of Industrial Relations Self-Insurance, preferably a public agency.
 - vi. One (1) Dedicated Claims Assistant
 - C. Maintain a paperless claims environment.
 - D. Destroy claim records by shredding or file deletion at no additional cost to OCTA.

- E. ADMINISTRATOR shall, at no additional cost, deliver to OCTA all claims, reports, files, and data backups related to OCTA's self-insured Workers' Compensation program within ten (10) business days following the termination of this Agreement. These materials must be provided in a secure format compatible with ADMINISTRATOR's computer system, along with information regarding the format used.
- F. Ensure office locations for easy coordination with OCTA staff in Orange County.
- G. Adhere to the Public Risk Innovation, Solutions, and Management-Excess Insurance Authority (PRISM-EIA) Workers' Compensation Claims Administration Guidelines.
- H. Ensure compliance with all applicable State of California Department of Industrial Relations laws and regulations.
- I. Provide secure online access to the claims management system at no additional cost to OCTA.
- J. Manage data conversion and ensure compatibility with Origami Risk platform.
- K. Implement internal controls for all phases of claims handling to ensure accurate and timely program information and adhere to service instruction guidelines (see Attachment D).
- L. Case File Record Retention
 - i. All medical-only case files must be kept for ten (10) years from the date of injury.
 - ii. Indemnity case files without permanent disability payments and no payment activity for five (5) years must also be retained for ten (10) years from the date of injury.
 - iii. Indemnity case files with payment activity within the last five (5) years or those involving permanent disability payments or lifetime medical treatment awards must be retained indefinitely.
 - iv. No claims shall be destroyed without OCTA's approval, and ADMINISTRATOR is responsible for storing all files according to these criteria during the contract term. Currently, there are 10,493 such files. ADMINISTRATOR shall act as the custodian of records and provide copies to OCTA and/or defense counsel upon request at no extra charge. Reopened claims shall be digitized and properly destroyed at no extra charge.

2. Claims Administration:

- A. For each current and new claim, ADMINISTRATOR shall complete the following investigation:
 - i. Contact: Complete three (3)-point contact (employee, representative of OCTA and initial medical provider) must be attempted within one business day of receipt of claim.
 - ii. Investigate claims, determine compensability, and document findings within fourteen (14) calendar days.
- B. ADMINISTRATOR shall determine compensability of injuries and illnesses in accordance with State of California Department of Industrial Relations workers' compensation laws. Determination of compensability shall be made by evaluating reports submitted by the doctor, the injury reports, investigation reports/videos

(if applicable) and OCTA's input. ADMINISTRATOR must complete letters advising of delay or denial.

- C. All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of receipt of claim.
- D. All new claims, as well as ongoing active claims at six (6)-month intervals, must be reported to the ISO Claim Search system. ADMINISTRATOR must subscribe to the ISO Claim Search service and provide OCTA with copies of all results. This service shall be performed at no additional cost to OCTA.
- E. Initiate and coordinate investigative efforts including sub-rosa, background checks, medical canvassing, etc. to support workers' compensation claims.
- F. OCTA is committed to promptly recognizing and pursuing recovery from parties responsible for injuring its employees by handling subrogation. However, subrogation will not be initiated by ADMINISTRATOR without specific approval from OCTA.
- G. When appropriate and necessary, ADMINISTRATOR shall meet with the doctors at the medical providers' office to review on-board/facility surveillance in order to assist in the medical recovery process and/or compensability determination.
- H. OCTA may require surveillance as part of the contract on an as-needed basis. Firms utilized shall be agreed upon by OCTA. ADMINISTRATOR shall arrange for independent investigators or experts when, in ADMINISTRATOR's judgment and with the consent of OCTA, such action is deemed necessary to (1) properly process questionable cases; (2) assist in determining the status of disabled employees; (3) prepare litigated cases; or (4) assist in determining fraudulent claims. ADMINISTRATOR shall be expected to obtain specific case authorization from OCTA prior to performing any surveillance.
- I. ADMINISTRATOR shall provide, at no additional cost, all the necessary forms and publications required by law.
- J. ADMINISTRATOR shall review and process all industrial injury cases in accordance with the requirements of the State of California Department of Industrial Relations for reporting and notification.
 - In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said reporting requirements at no additional cost to OCTA.
- K. ADMINISTRATOR shall assess eligibility for temporary disability payments and determine the extent of permanent disability using OCTA's wage statements, medical recommendations, rehabilitation efforts, and advisory ratings from the State of California Department of Industrial Relations, ensuring compliance with regulations.
- L. ADMINISTRATOR shall authorize and process payments for temporary and permanent disability compensation, death benefits, medical costs, legal fees, and other related expenses in accordance with state guidelines.
- M. Electronic benefit payments are preferred. If unavailable, ADMINISTRATOR should outline plans to implement them.
- N. ADMINISTRATOR shall coordinate with and assist OCTA's attorneys in the preparation of litigated cases and negotiations for cost effective and expeditious case resolution.

- O. ADMINISTRATOR shall maintain current estimates of the cost of all anticipated benefits on each case and maintain procedures for reviewing and adjusting reserve adequacy no less frequently than every ninety (90) days. Files shall contain documented evidence of a ninety (90)-day review by the Claims Supervisor/Manager.
- P. ADMINISTRATOR shall assist, coordinate, and prepare the submission of potential fraudulent claims to the Department of Insurance or the appropriate District Attorney's Office for prosecution, while also supporting OCTA's attorneys in litigated cases and fraud investigations.
- Q. Perform quarterly claims audits and comply with all legal reporting requirements.
- R. Make timely benefit payments and maintain reserve adequacy.
- S. ADMINISTRATOR shall actively seek refunds for any overpayment of benefits.
- T. ADMINISTRATOR shall reimburse OCTA for any penalties imposed on OCTA resulting from ADMINISTRATOR's failure to properly handle claims or delays in check processing due to insufficient funds in the designated bank account. Such reimbursements shall be made via electronic transfer to the OCTA escrow account no later than thirty (30) days from the date of the event that led to the penalty assessment.
- U. Follow proper case review intervals and maintain thorough documentation.
- V. Ensure timely notification to OCTA's excess carrier for qualifying claims per the carrier's reporting requirements.
- W. Conduct initial investigative activities, at no additional charge to OCTA.
- X. Maintain a quality control system to handle paper and electronic forms efficiently.
- Y. ADMINISTRATOR shall keep OCTA informed of claims developments by way of copying OCTA on significant correspondence such as but not limited to hearing reports, deposition summaries, case evaluations, and settlement documents. Case status updates and completed "Case At-A-Glance" forms (See Attachment B) shall be provided via the quarterly litigated claims reviews and annual non-litigated claims reviews. Text from attorney correspondence is to be pasted into the body of a secure email with an attachment of the digital file.
- Z. ADMINISTRATOR shall provide an updated "Case At-A-Glance" form (See Attachment B) and meet with OCTA to discuss litigated cases on a quarterly basis. ADMINISTRATOR shall schedule defense attorneys to be present to discuss cases that have defense representation.
- AA. ADMINISTRATOR shall exclusively assign adequate staff to operate OCTA's dedicated claims unit.
 - i. Unless agreed in advance by OCTA, in writing, ADMINISTRATOR shall not assign more than 150 open indemnity/litigated cases to any one claims professional(s).
 - ii. No claims are to be assigned or handled by staff of ADMINISTRATOR who is not assigned to the dedicated claims unit unless prior authorization is obtained from OCTA to handle special circumstances.
 - iii. ADMINISTRATOR shall give OCTA a minimum fourteen (14)-day notice of any future change to assigned staff.

- BB. OCTA reserves the right to reasonably direct ADMINISTRATOR to exclude individuals from performing services if, in OCTA's opinion, they lack the specialized training, experience, or competence required for the role. Additionally, OCTA retains the right to meet with ADMINISTRATOR's staff or any proposed candidates before their assignment to OCTA's dedicated claims unit. ADMINISTRATOR shall also give due consideration to OCTA's recommendations for potential candidates to join the dedicated claims team. However, OCTA does not intend to assume the role of hiring authority.
- CC. ADMINISTRATOR shall cooperate, coordinate and report all claims in a timely manner to OCTA's excess carrier in accordance with the applicable excess policy. ADMINISTRATOR shall pay to OCTA the amount of reimbursement lost due to claims not properly reported to excess carrier by ADMINISTRATOR in the amount of reduction in reimbursement by excess carrier.
- DD. ADMINISTRATOR shall submit to OCTA's excess carriers, claims for reimbursement within thirty (30) days of exceeding the Self-Insured Retention (SIR) and every six (6) months or less thereafter, in the form prescribed by the excess carrier with a copy to OCTA.
- EE. ADMINISTRATOR's claims management staff including examiners shall attend all meetings at OCTA including but not limited to OCTA's periodic facility tours, quarterly claims reviews, and quarterly claims team meetings.
- FF. ADMINISTRATOR shall submit a written recommendation for settlement to OCTA's Risk Management personnel when a proposed settlement exceeds ADMINISTRATOR's authority. The Claim Resolution Acknowledgement (CRA) form (See Attachment C), in the format selected by OCTA, shall be utilized for this purpose. The request shall include at least the following:
 - i. A brief history of the injury
 - ii. Ratings of all pertinent medical reports
 - iii. Total amounts paid
 - iv. Total reserves
 - v. Proposed settlement
 - vi. ADMINISTRATOR's recommendation
 - vii. The pros and cons of the proposed settlement
 - viii. An estimate of future cost or consequences if OCTA rejects proposed settlement
 - ix. Demand from opposing counsel
- GG. Settlement authorization shall be obtained whenever possible no later than ten (10) days before any Workers' Compensation Appeals Board (WCAB) proceeding.
- HH. ADMINISTRATOR shall attend WCAB and civil court proceedings as required.
- 3. Medical Control:
 - A. ADMINISTRATOR shall develop and recommend, as requested by OCTA, a panel of physicians for the initial treatment of employee injury or illness and recommend a panel of medical specialists for treatment requiring long-term or specialty care.

- B. ADMINISTRATOR shall examine treatment programs for injured or ill employees, including review of all doctors' reports and medical documentation, referring as necessary to a State of California Department of Industrial Relations-approved utilization review management program for required determinations, per established OCTA protocols.
- C. Requests for authorization (RFA's) approved at the adjuster level shall not be charged by ADMINISTRATOR. This policy streamlines the approval process, ensuring efficiency and reducing unnecessary administrative costs.
- D. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral and, submit a claim for nurse case management services for assistance in the medical control of the claim and/or for consultation to an OCTA approved nurse case management company.
- E. With the prior consent of OCTA, ADMINISTRATOR shall recommend referral of a case for defense legal representation when appropriate. ADMINISTRATOR shall obtain from the attorney, a litigation plan of action and estimated budget estimate for the resolution of the case within twenty (20) days from date of referral.
- F. ADMINISTRATOR shall maintain regular communication with treating physicians regarding a medical treatment plan and obtain work statuses to be communicated with Risk Management personnel.
- G. ADMINISTRATOR shall participate in monthly chart review meetings at ADMINISTRATOR's selected industrial medical clinic(s) or agreed upon location to establish treatment plans aiding employees in return to work.
- H. ADMINISTRATOR shall provide guidance in the evaluation of the physical capacity of injured employees and/or their ability to return to work.
- I. ADMINISTRATOR shall work closely and openly with the Transitional Work Program coordinator by providing guidance in the evaluation of the physical capacity of injured employees and their ability to perform assigned transitional work assignments.
- J. ADMINISTRATOR shall determine eligibility for and authorize payment of medical benefits, and arrange and authorize medical examinations to determine the nature and extent of the injured workers' disability.
- K. ADMINISTRATOR shall arrange and advise all interested stakeholders to a claim of all medical-legal appointments, including but not limited to Agreed Medical Evaluator (AME) or Panel Qualified Medical Evaluator (PQME), and communicate those appointments as required by the State of California Department of Industrial Relations.
- L. ADMINISTRATOR shall coordinate the review of appropriate medical billings for compliance by using the DWC Official Medical Fee Schedule (OMFS), and/or submit as necessary for a medical audit to an OCTA approved bill review service.
 - In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said bill review reporting requirements at no additional cost to OCTA.
- M. ADMINISTRATOR shall coordinate the review of billings of select ancillary vendors for compliance by using the vendor rate sheet.

- i. In addition, pursuant to Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program (SCHIP) Extension Act of 2007 (MMSEA), ADMINISTRATOR shall fully comply with said bill review reporting requirements at no additional cost to OCTA.
- N. OCTA has not chosen to implement a Medical Provider Network (MPN). However, at OCTA's discretion, if this decision changes, ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an MPN to treat injured workers at no additional cost.
- O. OCTA has not chosen to implement an Alternate Dispute Resolution (ADR) program. However, at OCTA's discretion, if this decision changes, ADMINISTRATOR shall assist OCTA, if requested, with establishing and implementing an ADR program at no additional cost.
- 4. Consultation:
 - A. ADMINISTRATOR shall be available to meet with OCTA's Bus Base Management and Risk Management personnel for data review meetings on a monthly basis either in person or telephonically.
 - B. ADMINISTRATOR shall be available to meet at OCTA facilities to meet with unrepresented injured employees as needed to assist and discuss any questions or concerns the injured workers may have.
 - C. ADMINISTRATOR shall provide information and guidance on an ongoing basis to injured employees regarding the claims benefits they will receive in accordance with OCTA's policies, State of California Department of Industrial Relations mandate and any additional benefits afforded by OCTA.
 - D. Injured employees' accessibility to a secure online system or application designed for a mobile device is preferred. However, if ADMINISTRATOR does not have such a system, an indication of the company's plan to incorporate one should be included.
 - E. ADMINISTRATOR shall provide information, guidance and assistance as needed to injured employees regarding permanent disability ratings, PQME process, settlement of claims, and resolution of non-legal problems arising out of industrial injury cases.
 - F. ADMINISTRATOR shall work to aid in the rehabilitation, or reassignment of employees with physical or performance limitations arising out of industrial injuries including but not limited to assisting with the Orange County Employers' Retirement System (OCERS) service-connected disability retirement process, and the Fair Employment and Housing Act (FEHA) Interactive Process.
 - G. ADMINISTRATOR shall assist OCTA in providing information pertinent to the OCERS Service-Connected Disability Retirement application process.
 - H. ADMINISTRATOR shall assist in developing or modifying policies and procedures to ensure that the return to work by, or reassignment of, injured employees is consistent with the medical findings or restrictions.
 - I. ADMINISTRATOR shall assist OCTA, as requested, with cost containment and incentive programs, as requested.
 - J. ADMINISTRATOR shall establish and strictly follow procedures to ensure the secure storage, processing, accounting, and issuance of claims checks written on behalf of

OCTA. ADMINISTRATOR shall also provide OCTA with a yearly audit statement compliant with the Statement on Standards for Attestation Engagements No. 16 (SSAE-16).

- 5. Information Management:
 - A. ADMINISTRATOR shall utilize secure electronic systems to provide OCTA's management with continuing information on paid losses, incurred costs, the progress of individual claims and the effectiveness of safety and other cost control programs, in the format requested by OCTA.
 - B. ADMINISTRATOR shall submit a comprehensive annual statistical summary survey and, if requested by OCTA, narrative report to serve as the basis for evaluation of OCTA's program and to permit preparation of reports required by the California Department of Industrial Relations. ADMINISTRATOR shall be prepared to provide reports on OCTA's claims and expenditures as requested by OCTA or the California Department of Industrial Relations.
 - C. ADMINISTRATOR shall conduct an annual Stewardship meeting to include a discussion of the current summary and recommendations to update and enhance OCTA's workers' compensation program.
 - D. ADMINISTRATOR shall report dedicated examiners' caseload performance indicators to OCTA. The indicators will report caseload progress and claims management performance data including but not limited to closing ratios, time of referrals, and adherence to industry claims best practices.
 - E. ADMINISTRATOR shall perform a quarterly claims audit to ensure adequate controls are in place to effectively administer claims in a timely and accurate manner.
 - F. Upon OCTA's request, ADMINISTRATOR shall provide narrative or analytical reports of major claims within a reasonable period and be available to roundtable such claims.
 - G. ADMINISTRATOR shall keep OCTA informed of any changes or proposed amendments to statutes, rules, regulations, or administrative policies related to workers' compensation, as established by the State of California, the Department of Industrial Relations, or other regulatory agencies. ADMINISTRATOR shall ensure full compliance with these changes throughout the duration of the contract at no additional cost to OCTA.
 - H. ADMINISTRATOR shall establish and maintain an OCTA escrow account for the purpose of paying out benefits and payments to third parties on behalf of OCTA. ADMINISTRATOR shall establish procedures and complete necessary documentation to facilitate financial transactions at no additional cost.
 - I. ADMINISTRATOR shall pay for the printing of any checks. All checks shall be printed in numerical order, locked, and controlled by ADMINISTRATOR's accounting department. All checks must be accounted for, including voids, stop payments, etc.
 - J. ADMINISTRATOR shall use a separate check register for OCTA. Daily entries will be made on all checks disbursed on the account. Credits and deposits made on checks, recoveries, and reimbursement requests made from ADMINISTRATOR's office shall be accurately reflected. ADMINISTRATOR shall provide OCTA's Accounting

department, if requested, with one (1) copy of each check register, all voided checks, and other requested documentation.

- K. ADMINISTRATOR shall review periodically all Trustee accounts to determine if initial deposit is adequate for handling the dollar volume for the month so that the holding of checks waiting for a deposit does not occur. In such instances where it is determined that deposit is inadequate, ADMINISTRATOR's accounting office shall submit a report with a recommendation for an increase to the Trustee account based on this review.
- L. ADMINISTRATOR's request for reimbursement of claim payments made shall be submitted to OCTA for reimbursement by the 5th business day of the month for the preceding month's payments.
- M. ADMINISTRATOR shall not send any checks to OCTA. Instead, all insurance reimbursements, subrogation recoveries, refund payments, etc. received shall be deposited directly by ADMINISTRATOR and credited to the escrow account in accordance with the established paperless environment.
- N. As directed by OCTA, ADMINISTRATOR shall coordinate with OCTA's Broker, Internal Auditor, or external consultants to provide information from OCTA's claim records. ADMINISTRATOR shall also attend OCTA Board and committee meetings as required and assist with special projects as needed.
- O. OCTA will provide ADMINISTRATOR with a list of randomly selected checks from the monthly check register for audit purposes. The selected checks/transactions shall be produced along with all supporting documentation to OCTA within thirty (30) business days from the date of request by OCTA.
- 6. Reporting:
 - A. Provide monthly, quarterly, and annual reports as specified by OCTA.
 - B. Maintain an escrow account for benefit payments and issue checks in compliance with OCTA's financial procedures.
 - C. Facilitate accurate and timely reporting for all claimants meeting mandatory Medicare reporting requirements.
 - D. Provide detailed reporting on caseloads, financial metrics, and claims status.
 - E. ADMINISTRATOR shall provide the following monthly reports via excel and/or digital format to OCTA by the 5th business day of the following month:
 - i. Listing of checks received (insurance reimbursement, subrogation, and refunds)
 - ii. Litigation receipt log
 - iii. Excess recovery report
 - iv. Biannual (April and October) Transitional Work Program (TWP) update
 - v. Year-over-year payment comparison report by category
 - vi. Comprehensive monthly loss run in an Excel spreadsheet which includes the following information:
 - 1. Management Summaries by work group, locations and for the total program that includes the total paid for each group for the period
 - 2. Alphabetical listing of denied or delayed claims by month

- 3. Alphabetical listing of represented claims by month
- 4. Fiscal year summaries by work group and for the total program
- 5. Number of closed files by work group
- 6. Number of new files by work group
- 7. Number of claims assigned to each member of the dedicated unit
- 8. Settlement award log
- 9. Penalties log
- 10. Subrogation log
- 11. Status (Open, Reopen, or Closed)
- 12. Date received by ADMINISTRATOR
- 13. Closed Date (if applicable)
- 14. Age at time of injury
- 15. Date of Hire
- 16. Indemnity Paid
- 17. Division
- 18. Job Group
- 19. Base Location
- 20. Medical Paid
- 21. Legal Paid
- 22. Other Paid
- 23. Rehab Paid
- 24. Indemnity Incurred
- 25. Medical Incurred
- 26. Rehab Incurred
- 27. Legal Incurred
- 28. Other Incurred
- 29. Indemnity Outstanding Reserve
- 30. Rehab Outstanding Reserve
- 31. Medical Outstanding Reserve
- 32. Legal Outstanding Reserve
- 33. Other Outstanding Reserve
- 34. Total Paid
- 35. Total Incurred
- 36. Total Recovered
- 37. Occupation
- 38. Incident Description
- 39. Claim Type
- 40. Claim Status
- 41. Body Part(s)
- 42. Legal Representation status
- 43. Applicant Attorney Info, if applicable
- 44. Defense Attorney Info, if applicable

- F. Upon request by OCTA, ADMINISTRATOR shall provide secure online access to ADMINISTRATOR's claims management system. ADMINISTRATOR shall provide this access at no additional cost to OCTA.
- G. Upon request by OCTA, ADMINISTRATOR shall provide secure, electronic reports to facilitate routine data analysis by OCTA at no additional cost. This includes ad hoc reporting as needed by OCTA.
- 7. Performance Indicators:
 - A. Monitor and report caseload performance indicators.
 - B. Provide narrative or analytical reports on major claims as requested by OCTA.
 - C. Submit timely reimbursement requests to OCTA's excess carriers.
 - D. Track and report lost work days and modified duty days for each claim.
- 8. Subcontractor Management:
 - A. ADMINISTRATOR shall oversee and manage all subcontractors essential to business operations, including but not limited to defense attorneys, walk-through services, hearing representation, consultative ratings, investigators, court reporters, subpoena/photocopy services, disability management, interactive consultants, return-to-work consulting, bill review, lien resolution and negotiations, utilization review, medical case management, diagnostic testing, transportation, translation, durable medical equipment, Medicare Set-Asides, structured settlements, pharmacy benefit management, and structured settlement services.
 - B. ADMINISTRATOR shall provide and maintain a panel of subcontractors at negotiated rates and oversee all negotiations, ensuring that subcontractors carry adequate insurance coverage to indemnify both ADMINISTRATOR and OCTA. Additionally, ADMINISTRATOR shall ensure that all negotiated rates align with cost-effectiveness and compliance with OCTA's standards. Prior to engagement, ADMINISTRATOR shall obtain OCTA's consensus on the selection of subcontractors.
- 9. Additional Services:
 - A. Administer comprehensive Bill Review services to ensure that medical payments comply with the Official Medical Fee Schedule (OMFS) rate as mandated by the State of California Department of Industrial Relations.
 - B. Facilitate the Utilization Review process for evaluating medical procedures.
 - C. Implement a comprehensive Quality Assurance program to monitor claims handling and reporting accuracy.
 - D. Manage and report on all litigated claims and settlements.
 - E. Ensure data integrity and compliance through routine audits and reviews.
 - F. Provide Medical Case Management (MCM) services to coordinate treatment and return-to-work efforts.
 - G. Ensure Pharmacy Benefits Management (PBM) services are integrated to optimize medication management and cost savings.
 - H. Completion of "Claims Administration Questionnaire" (see Attachment A).

LIMITATION ON GOVERNMENTAL DECISIONS

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

CLAIMS ADMINISTRATION QUESTIONNAIRE

The Offeror is required to complete the questionnaire below and submit the responses as part of their proposal.

1. Company Experience and Clientele

- How many years has your company been administering self-insured Workers' Compensation programs?
- How many employer accounts:
 - Are you currently managing?
 - Have you acquired in the past twelve (12) months?
 - Have you lost in the past twelve (12) months, and for what reasons?
- List the five largest local public entities for which you have administered claims for more than one (1) year, including the year first contracted, references, and contact information.

2. Office Locations and Operational Logistics

- Where will the following be administered for OCTA's account?
 - Claims processing
 - Payment processing (checks/electronic payments)
 - Reporting
- If any services will be provided at additional locations, specify which services and where they will be performed.
- Are any major organizational changes (e.g., office relocation, mergers, or acquisitions) planned within the next twelve (12) months?

3. Implementation and Data Migration

- How much time will you need for setup and transitioning OCTA's account?
- What data transfer specifications do you support for migrating historical claim data from the current TPA?
- What processes do you have in place to ensure a seamless transition with minimal disruption?

4. Technology, AI, and Data Security

- Describe the computer operating system and claims management software your company uses.
- Does your system track and analyze reserve changes?
- How does your company leverage artificial intelligence (AI) or machine learning to improve claims processing, fraud detection, and cost containment?
- What cybersecurity measures do you have in place to protect OCTA's claims data?
- Describe your company's disaster recovery and business continuity plan for claims processing operations.
- What data backup system do you use to ensure information security and integrity?

5. Service Differentiation and Value-Added Benefits

- What distinguishes your claims administration services from your competitors?
- Describe any additional services your company offers that may be valuable to OCTA.
- Do you provide customized reporting and analytics? If so, what insights can your system generate?
- How do you ensure compliance with changing California Workers' Compensation regulations?

6. Staffing and Expertise

- What are your hiring standards for claims examiners?
- How many claims examiners and claim assistants do you anticipate assigning to OCTA's account?
- In the past twelve (12) months, how many claims examiners have been:
 - Hired?
 - Terminated?
- What is your turnover rate for claims examiners in Southern California and Orange County?
- Describe the training provided to claims examiners regarding recent regulatory changes and case law.

7. Claims Handling and Payment Processing

- How do you assess eligibility for temporary and permanent disability benefits?
- Do you offer electronic benefit payments, and if not, what is your timeline for implementing them?
- How does your company determine and process permanent disability and death benefits?
- What procedures do you have in place for benefit payments, medical costs, legal fees, and other related expenses?

8. Subcontracting and Partnerships

- Do you subcontract or have in-house staff for the following services?
 - Utilization Review
 - Case Management
 - Medical Bill Auditing
- If subcontracting, which companies do you partner with, and how do you ensure service quality?

9. Fraud Prevention and Litigation Support

- How does your company detect and prevent workers' compensation fraud?
- Describe your experience and process in assisting with fraud investigations and submitting claims to the Department of Insurance or District Attorney's Office for prosecution.
- How do you support OCTA's attorneys in litigated claims?

10. Customer Support and Accessibility

- What resources are available for OCTA employees to inquire about claims?
- What are your customer service hours?
- Can you extend service hours beyond 8:00 a.m. 5:00 p.m.? If so, to what hours?

11. Pricing and Cost Savings

• How does your pricing structure compare to industry standards, and what costsaving strategies do you implement?

Case At-A-Glance

Date:	
Client	
Representative	
Adjuster	
Date of Last Report	

Claimant:	Claim Number:
Employer:	Date of Loss:
Division:	Date of Hire:
Location:	Occupation:
Defense	Age/DOB:
Attorney:	
Applicant's	Jurisdiction:
Attorney:	
WCAB Venue	Retention Level:
Employment	Excess:
Status:	

Reserves	Total Incurred	Total Paid	Outstanding
TD:			
PD:			
VRMA:			
VR Evaluation:			
VR Training:			
Life Pension:			
Death:			
Medical:			
ALAE:			
ULAE:			
Total:			

Description of Injury:

Medical:

Rehabilitation:

Collateral Issues, if any:

Subrogation:

Investigation:

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Apportionment:

Legal:

Penalty Exposure:

Indemnity:

Claim Strategy:

Prepared by:		Office:		Date:		1
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CLAIM RESOLUTION ACKNOWLEDGEMENT

Employee:	Employer:	
Current Age:	Claim #:	
Occupation:	DOI:	
DOH:	Litigated/DA:	
Employment	WCAB#:	
Status:		

RESERVES

	Paid	Reserve Balance Outstanding	Total Incurred
Medical			
Indemnity			
Sal. Cont Excess			
PD Indemnity			
Rehab			
Legal Expense			
Other Expense			
Totals:			

OCCURRENCE (brief description of injury):

SETTLEMENT RATIONALE:

BASIS FOR SETTLEMENT:

Estimated cost of continued discovery:

Submitted by:

Supervisor:

Date:

Client Acknowledgement:	

Date: _____

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Client Acknowledgement:	Date:	

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

Account/Client:	Orange County Transportation Authority	Client #:	91 & 126	
Effective Date:	11/01/2010	Check one:	Colf Incured	
Expiration Date:	10/31/2020	Check one:	Self-Insured	
FEIN Number:	23-7119049	OSIP #:	7821	
Jurisdictions Covered:	California	Coverage Type:	WC	
Coverage Dates:	All	Deductible:	n/a	

Name & Title	Company/Address	Phone	Fax	Mobile	Email
Client Contacts					
Greg Bych Risk Manager	550 S. Main St, Orange, CA 92863	(714) 560-5817			<u>GBych@octa.net</u>
Edwin Byrne Claims Manager	550 S. Main St, Orange, CA 92863	(714) 560-5840			ebyrne@octa.net
Liyo Yamamoto Macia (A-H)	550 S. Main St, Orange, CA 92863	(714) 560-5806			lmancia@octa.net
Regina Corson (I-V)	550 S. Main St, Orange, CA 92863	(714) 560-5937			rcorson@octa.net
Yamille Welch (W-Z) Work Comp Program Specialist	550 S. Main St, Orange, CA 92863	(714) 560-5575			<u>ywelch@octa.net</u>
Intercare Claims Tear	m				
Maggie Jaltorossian, VP, Workers' Compensation	P.O. Box 211012 Eagan, MN 55121	(818) 459-8213	(916) 781-5732	(626) 660-8467	mjaltorossian@intercareins.com
Aimee Dorodyan Claims Manager	P.O. Box 211012 Eagan, MN 55121	(818) 454-0943		(818) 459-8303	adorodyan@intercareins.com
Stephanie Ayers , Claims Supervisor	P.O. Box 211012 Eagan, MN 55121	(714) 480-4431	(714) 795-6484		sayers@intercareins.com
Philomenae Martin Claims Adjuster (A-H)	P.O. Box 211012 Eagan, MN 55121	(714) 480-7172	(714) 795-6848		pmartin@intercareins.com
Carol Sim Claims Adjuster (I-Z)	P.O. Box 211012 Eagan, MN 55121	(714) 480-7174	(714) 795-6848		csim@intercareins.com
Mary Astacio Claims Assistant	P.O. Box 211012 Eagan, MN 55121	(714) 480-7173			mastacio@intercareins.com
InterMed Team					
Kerenza Alvarez VP, Managed Care	P.O. Box 21947 Eagan, MN 55121	916-780-3626			JMiller@IntermedCCS.com
Christina Dellosa MC Manager	P.O. Box 21947 Eagan, MN 55121	818-459-8277			CDellosa@IntermedCCS.com
Nancy Burns BR Manager	P.O. Box 21947 Eagan, MN 55121	916-780-9704			NBurns@IntermedCCS.com
Intercare Client Servi	ces Team				
Danielle Buri VP, Client & Admin Svcs	P.O. Box 1140 Rocklin, CA 95677-9998	(916) 677-2555	(916) 781-5669	(916) 205-9215	dburi@intercareins.com
Janein Minassian Account Manager	P.O. Box 1140 Rocklin, CA 95677-9998	(818) 451-3436	(818) 451-3436	(818) 482-1977	jminassian@intercareins.com

Date Updated: 1/14/2025 **STAFFING AND CASELOAD CALCULATIONS PER CONTRACT Contracted Claims Staff: Contracted Caseload Assignments:** Supervisor: Designated No more than 150 open indemnity/litigated claims per adjuster • Adjuster: 2 Dedicated **Blended caseload calculation:** • Assistant: 1 Dedicated Intercare standard: each MO and FM claim counts as 1.6 to 1 IND claim **Assigned Staff Requirements:** 0 Certified by State of CA to administer Self-Insured Claims Minimum four (4) years experience administering claims for a self-insured agency, preferably a public agency. 0 If a change in assigned staff is required, OCTA requires a minimum of 14 days' notice prior to the change. 0 OCTA will participate in staff selection. prior authorization is obtained from OCTA to handle special circumstances.

Web www.intercareins.com

EFax: (916) 781-5700

Email: NewClaims@intercareins.com

CLAIM REPORTING (First Report of Injury) – Check Client Preference

No claims are to be assigned or handled by staff who are not assigned to the dedicated claims unit unless

State Notification:

II. DELAYS:

Intercare submits FROI to State Agency

FINANCIAL

•

COMPENSABILITY

Reporting Method:

- Attorneys' fees and disbursements 0

- reports surveys & Professionals and Experts
 - 2 of 15



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ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

INVESTIGATION

Indexing/ISO

- ISO Reporting Code: Use IHI ISO Reporting Code.
- \circ Index fee included in claim fee
- Index on claim types: <u>all indemnity claims (or when MO is converted to IND)</u>
- Frequency: At setup and at <u>Six month</u> intervals per the Contract

Initial Contact:

Use IHI Best Practices: 3-4 point contact within 1 business day from assignment to adjuster.

Additional instructions:

- 1. Attempt voice contact with injured worker <u>2 times.</u>
- 2. On all indemnity claims, if a voice contact with the injured employee cannot be completed within <u>5 days</u> send injured worker a contact letter
- 3. Follow up with injured worker by phone by <u>next diary or payment date</u>.
- 4. Document all attempts in File Notes

When contacting the employer for the initial contact, go through Yami or OCTA (based on alpha split) first and then the actual supervisor that the Injured Worker reported to.

Investigation:

Statements:

All assignments for obtaining written or recorded statements of the injured employee or witnesses must be completed within thirty (30) days of receipt of claim.

AOE/COE Investigation:

- Agreement needed from client prior to referral
- o Document need for outside investigation

Activity Check and/or Surveillance:

- o Agreement needed from client prior to referral
- Authority should be requested when surveillance may assist in
 - Properly assessing questionable cases,
 - Assist in determining the status of disabled employees,
 - Prepare litigated cases, or
 - Assist in determining fraudulent cases
- o Document need for outside investigation

• Subrogation:

- o Review all claims for the possibility of a third party liability for the following cases:
- All automobile accidents (includes rear end collisions, accidents involving lane changes, intersection accidents, etc.)



SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

- All claims where the adjuster becomes aware that a third party claim is being pursued Including: all files subpoenaed, files where a CIB indicates that a third party claim is being pursued, or where the attorney representing an employee indicates that he is pursuing a third party claim.
- o All claims resulting from alleged mechanical defects
- o All slip & fall claims off insured or client premises
- o All claims resulting from assaults
- All claims involving injury from machinery
- Mariam Osborne < MOsborne@Intercareins.com>
- Contact client and secure agreement before pursuing further investigation using the services of an outside investigator.
- o Request client agreement to pursue

If Subrogation remains and we have been unable to seek recovery, discuss with Yami as OCTA may handle the subrogation portion in-house.

Effective 1/1/22

Adjuster to follow up with Yami on subrogation status and recoveries. Once copies of Subrogation recovery checks are obtained from OCTA, adjuster should work with Intercare accounting to track recoveries in ivos.

SPECIAL INVESTIGATION UNIT (SIU)

• <u>SIU</u>: Service Provider Selected: <u>Intercare SIU</u>

SIU Protocols: Use Intercare SIU Protocols

• If a referral for Surveillance is requested, the adjuster must make referral directly to Allied Universal, **and** ALSO submit a referral to Bill Warner (Intercare SIU) on the CaseTrak system so that he may track for SIU purposes.

LITIGATION

- Litigation Management:
 - Adjuster to handle litigation activity until the <u>adjuster feels that defense attorney is needed</u>.
 Adjuster shall obtain from the assigned attorney a litigation plan of action and estimated budget for the resolution of the case <u>within 20 days from date of referral</u>.
- Approval
 - Request agreement from <u>Yami Welch</u> before assigning to defense counsel.
 - Use Client Panel (Please see attached Vendor List)
- **Communicating Status with OCTA**: Adjuster shall keep OCTA informed of claim developments by copying OCTA on significant correspondence, including but not limited to: Hearing reports, deposition summaries, case evaluations and settlement documents. "Case At-A-Glance" forms shall be provided via the quarterly litigated claim reviews and annual non-litigated claim reviews. *This form has been loaded into Correspondence as the "Custom Status Report" in the OCTA Master Group.*

Text from Attorney correspondence is to be pasted into the body of a secure email with an attachment of the digital file.

• WCAB and Civil Court: Intercare shall attend WCAB and civil court proceedings whenever as required.

MANAGED CARE



ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

Bill Review:

10 intercare

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• Service Provider Selected: <u>InterMed</u>

• Approval of Bills: Adjuster signature required to review bills from vendors with negotiated rates, and mark the bill as approved for payment. These vendors include:

Intermed (UR/CM)

Non Medical:

0

Medical:

0

0

SMS

- Defense Counsel
- Imber Court Reporters
- Macro Pro
- o Optum

MPN (Medical Provider Network): No MPN in place at this time.

There is preferred Provider List for clinics and specialists. Please see attached Vendor List.

Utilization Review	Utilization Review		
Service Provider: InterMed	Service Provider: InterMed		

- Referral Criteria: Use Attached Client Preferred UR Referral Criteria
- **Process:** Follow internal processes to complete adjuster level approvals, and make referrals to InterMed for Utilization Review. A UR Nurse will evaluate the RFA and supporting documentation to determine if they can approve at their level or if referral to a Peer Review physician is appropriate for further evaluation or to modify or deny a request.

Case Management

- Service Provider for all Case Management: InterMed
- Referral Criteria: <u>Case-by-case basis with agreement from The Workers' Compensation Program Specialist.</u>
- Duration of assignment: <u>Task Based assignments as needed with prior agreement from The Workers'</u> <u>Compensation Program Specialist.</u>
- Field Case Management Preferred Vendor: <u>Rehab West (via the InterMed panel)</u>
 ***All referrals must be made through InterMed, and will then be assigned to the Rehab West nurse.

RESERVES

- Notify <u>Yami Welch</u> of reserve changes in excess of: \$<u>25,000</u>
- If initial reserve over \$25k and/or once total incurred on file reaches 25k, all reserve changes must be sent to Yami as a notice.
- Per Contract, reserves must be reviewed for adequacy no less than every 90 days.

SETTLEMENTS

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

- <u>Adjuster has settlement authority for claims with "zero stipulation with future medical care</u>" and no Claim Resolution Acknowledgement form is required. Adjuster must submit a copy of the approved "zero stipulation with Future Medical Care" form to OCTA for record keeping.
- <u>All other settlement agreement</u> shall be secured from <u>The Workers' Compensation Program Specialist</u> via phone, followed by a confirming email.
 - Each settlement request shall include a fully completed OCTA "<u>Claim Resolution Acknowledgement</u>" Form. The template for this form is located in ivos correspondence, under OCTA Master Group.
 - The OCTA "Claim Resolution Acknowledgement" form shall include at least the following:
 - a brief history of the injury,
 - ratings of all pertinent medical reports,
 - Financial amounts: total paid, total reserves, & proposed settlement amount,
 - Intercare's recommendation
 - Pros and cons of the proposed settlement
 - Estimate of future cost or consequences if OCTA rejects proposed settlement
 - Demand from opposing counsel.
 - Settlement agreement shall be obtained whenever possible no later than 10 days before any WCAB proceeding.
 - When settlements are <u>\$100,000</u> or greater, the adjuster/supervisor will contact Intercare Accounting in advance of issuing the payment to confirm account levels, and if a prefund request is necessary.
- If Claim Exceeds SIR: Request authority from excess carrier on any settlement that may exceed the SIR.

LIEN SETTLEMENT

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10 intercare

- Liens listed in EAMS: Complete the OCTA "Lien Resolution Acknowledgement Form" identifying the liens listed on EAMS, and submit to OCTA for acknowledgement.
- Liens not listed in EAMS: non-filed liens that do not appear on EAMS should be handled and resolved by Intercare and do not require OCTA acknowledgement.

CARRIER/EXCESS REPORTING

Coverage Info	Coverage Information:				
<u>Policy</u> <u>Effective</u>	Policy Expiration	Policy Number	Carrier Name	SIR	REPORTING THRESHOLD
10/1/88	9/30/91	Varies by PY	Fireman's Fund	\$300,000	\$150,000
10/1/91	9/30/95	C35370	Swiss Re/Employers Reinsurance	\$300,000	\$150,000
10/1/95	9/30/96	4156776	National Union Fire	\$300,000	\$150,000
10/1/96	9/30/98	1028580419	Continental Casualty	\$300,000	\$150,000
10/1/98	9/30/01	RSU0401420	Republic Western Ins.	\$300,000	\$150,000
10/1/01	9/30/02	H35-0401774	Enstar (formally Midland Companies)	\$300,000	\$150,000
10/1/02	9/30/03	H35-0402110	Enstar (formally Midland Companies)	\$500,000	\$250,000
10/1/03	9/30/04	WCU014456	CHUBB (ACE American Insurance Co)	\$1,000,000	\$500,000
10/1/04	9/30/05	WCU C42618342	CHUBB (ACE American Insurance Co)	\$1,000,000	\$500,000
10/1/05	9/30/06	WCU C44006662	CHUBB (Ace American Insurance Co)	\$1,000,000	\$500,000
10/1/06	9/30/07	WCU C44637844	CHUBB (Ace American Insurance Co)	\$500,000	\$250,000
10/1/07	9/30/10	WCU C45591839	CHUBB (Ace American Insurance Co)	\$500,000	\$250,000
10/1/10	9/30/13	SP 4042783	Safety National	\$500,000	\$250,000

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ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

10/1/13	9/30/14	SP 4049600	Safety National	\$750,000	\$375,000
10/1/14	9/30/15	SP 4051861	Safety National	\$750,000	\$375,000
10/1/15	9/30/23	WCX 0059128	Arch Insurance	\$750,000	\$375,000
10/1/23	6/30/24	WCX 0059128 07	Arch Insurance	\$750,000	\$375,000
<mark>7/1/24</mark>	<mark>6/30/25</mark>	SP 4068885	Safety National	\$750,000	\$375,000

For full list of polices and carrier contacts, see imbedded document \rightarrow



OCTA Excess Policy List 7-10-24.xlsx

					Delivery Method
Carrier Name:	Safety National		Telephone:	(213) 261-3519	Secure Email
Contact Name:	Tammy Danielles Email: tar		tammy.daniels@	ammy.daniels@safetynational.com	
Address:	1832 Schuetz Road, St. Louis, MO 63146				·
Reporting	Safety National Reporting forms found in i Master Group: Carrier Reports Master: SN – First Report, SN – Su Initial Notices should be emailed to First r	uppleme	ental, and SN-Red		an
Instructions:	Initial Notices should be emailed to <u>First.report@safetynational.com</u> , with a cc to Brad Goodman. All subsequent notices, reports or claims should be submitted to <u>tammy.daniels@safetynational.com</u> via secure email. <i>To constitute prompt, sufficient notice, the adjuster must provide complete information as to the details of the injury,</i> <i>disease or death.</i>				

Carrier Name:	Arch InsuranceTelephone:(415) 490-1858Secure Email		
Contact Name:	Makena Jones Email: MaJones@archinsurance.com ShareFile		
Address:	Arch Insurance Group, PO Box 542033, Omaha, NE 68154		
Reporting Instructions:	 ARCH Reporting forms found in ivos correspondence Master Group: Carrier Reports Master: Arch – WC Loss Report All notices, reports or claims should be submitted to: claims@archinsurance.com via secure email. 		

Reporting Frequency for all policies, unless otherwise instructed:

- Initial reports due within <u>30</u> days of knowledge that reporting criteria has been met.
- Subsequent reports due within due within <u>90</u> days of last submitted report.
- Per Contract: Adjuster must copy OCTA (<u>Yami Welch</u>) on all excess report submissions.

Safety National Reporting Criteria:

- Provide Prompt notice to SN of any claim that exceeds or is likely to exceed 50% of the SIR per occurrence.
- The following categories of claims shall be reported immediately, regardless of accept/deny status:
 - Fatalities
 - Paraplegics and quadriplegics
 - Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body
 - Brain injury
 - $\circ \quad \text{Spinal cord injury} \\$
 - Amputation of a major extremities and
 - Any occurrence which results in a serious injury to two or more employees.

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

ARCH Reporting Criteria:

- Provide written notices asap if an injury involves the following:
 - Quadriplegia;
 - Paraplegia;
 - A fatality;
 - A major extremity or multiple minor extremity amputation;
 - Partial or total blindness;
 - Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
 - o Asbestosis, mesothelioma, silicosis or any other such disease or condition.
 - Second or third degree burns over 25 % or more of the body;
 - Any disability where it appears reasonably likely that there will be a disability greater than one year.
 - Any accident which causes serious injury to two or more employees.
 - Provide prompt written notice if any of the following occurs:
 - Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
 - Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
 - A claim is re-opened in which further award might involve Our Limit of Liability.
 - Notice should include:
 - All notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.

Reporting Criteria for older Carrier/Policy Years:

- 50% of Retention Level and/or
- Upon notice of a "serious" loss

PROGRAM MANAGEMENT

- Action Plans (POA's) and Diary: Follow IIS Best Practice Standard
 - Lost Time Claims: Every <u>90 days</u>
 - Future Medical Claims: Every <u>180 days</u>
- Supervisor must document review of claim file at least every <u>90 days</u>.
- Return to Work Program:

OCTA's Transitional Work Program (TWP) is currently available for employees.

• MO to IND Claim Conversion:

Convert MO's to Indemnity when one of the following occurs:

- Total payments reach <u>\$3,000</u>.
- When there is exposure to temporary, permanent or vocational disability.
- o When a claim is Delayed or Denied



SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

• When a claim becomes litigated

Medical Only claims shall be reviewed for closure in <u>120 days</u>.

Thereafter, if the claim cannot be closed due to continuing medical, convert claim to an Indemnity for further handling with appropriate reserves.

• Monthly Data Review:

- Monthly data review with the OCTA bases will be conducted telephonically.
- In person meetings will be coordinated as necessary.

• Claim Reviews:

- Legal Claim Reviews with OCTA & Defense Attorneys
 - Frequency: <u>Quarterly</u>
 - Selection Criteria: All claims that have a defense attorney assigned.
- Non-Litigated Claim Review
 - Frequency: <u>Annual</u>
 - Selection Criteria: Non-Litigated claims over \$50,000 Total Incurred.
- o Location of Reviews: Intercare Orange Office

• Program Changes:

- Staffing Changes IHI shall notify Client of any changes in staff assigned to the program within 5 days of knowledge that a change might be taking place due to a termination or at least 2 weeks before the effective date of the change if reason is other than a termination.
- If possible, no staffing changes shall take place without prior communication with the client.

• Mailing and Deposit Procedures for OCTA CAP Checks:

Once a refund check has been applied to the claim file, or a refund/recovery check has been uploaded to Document Image, the CAP Check follows the Mailing and Deposit Procedures:

1. Accounting Clerk 9CAP) follows the below Client Profile Information

General Info	
Client's Full Name:	Orange County Transportation Authority
Acronym or Nickame:	OCTA
Intercare or Client Managed Bank Account?	Intercare
Bank Name:	Cadence
Bank Account:	xx8588
Claim System	Claims Enterprise WC

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

Claims Accounting	
Do we deposit Refunds?	Yes
Do we deposit Recoveries?	No
Client Contact if checks forwarded?	
Can we see if check cleared?	Yes
Can we stop?	Yes
Can we void?	Yes
Funding	
Accounting Reports	Invoice, Check Register, & Bank Reconciliation
Frequency	Monthly & Weekly Register
How typically funded?	ACH
Payment Processing	
Do we issue checks?	Yes
In-House, Change Healthcare, or VPAY?	VPAY

Other Info

When mailing a Recovery Checks to OCTA, please email Yamille Welch <u>welch@octa.net</u> and CC Edwin Byrne <u>ebyrne@octa.net</u>

- 2. Place Refund Check in CAP Deposits folder
- 3. Place Recovery Check in OCTA folder for mailing to Yamille Welch
- 4. Accounting Clerk 9CAP) mails out weekly the checks in the Client's folder
- 5. The Accounting Clerk (CAP) also completed the cover page for each client mailing
- 6. Accounting Clerk (CAP) updates the CAP Log column labeled Date Deposit/Forward with the date of deposit or date checks were mailed to client contact.

• Monthly Funding Invoice:

When Accounting sends the "Monthly Funding Invoice" please indicate in the body of the email if there were any refund or recovery checks received or not for that month "there were no refund or recovery checks received for the month of"

• OCTA Check Procedure

- 1. Checks payable to a claim received by Intercare on behalf of OCTA are scanned into Intercare's accounting system, researched, and uploaded to the claim file.
- 2. The Adjuster completes a Check Recovery Form, triggering an email request to Intercare's accounting department.



SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

- 3. The payment is applied to the claim file.
- 4. Deposits are made weekly and checks payable to a claim received by Intercare on behalf of OCTA are deposited directly into OCTA'S Escrow Account. Claims related paper checks are no longer mailed to OCTA.
- 5. Records are reflected in the monthly check register and bank reconciliation statement once the claim transactions are processed. These records are audited and reconciled by OCTA monthly.
- 6. In addition, the monthly check register email to OCTA will report any checks that were received/deposited by Intercare on OCTA's behalf. A corresponding acknowledgement of no checks will be reported in the email if applicable.

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

OCTA - Preferred Vendor List

Industrial Clinic: Akeso

RFP 5-3964 EXHIBIT A ATTACHMENT D

10 intercare

- Main # (949) 752-1111
 Van Duong
 Director of Operations
 O 949-867-4111 ext. 106
 M 951-552-3121
 Van.duong@akesomedical.com
- Dr. Nathan Nellessen Medical Director (interim) <u>nathan.nellessen@akesomedical.com</u>

Utilization Review: InterMed

 Christina Dellosa, MC Manager Office: (818) 459-6059 Cell: (626) 318-9222
 cdellosa@intermedccs.com

Case Management/Telephonic: InterMed

 Kerenza Alvarez, VP, Managed Care Direct/Fax: (714) 730-9263 Cell: (818) 254-6906 kalvarez@intermedccs.comt

Case Management/Field Case Management: Rehab West

 Sue Renberg, Director of Case Management Office: (714) 523-8897
 Fax: (760) 796-7892
 srenberg@rehabwest.com

Diagnostics: SMS/InterMed Ancillary

 Kerenza Alvarez, VP, Managed Care Direct/Fax: (714) 730-9263 Cell: (818) 254-6906 kalvarez@intermedccs.comt

Transportation: InterMed Ancillary

 Kerenza Alvarez, VP, Managed Care Direct/Fax: (714) 730-9263 Cell: (818) 254-6906 kalvarez@intermedccs.comt

DME/Interpreters: InterMed Ancillary

 Kerenza Alvarez, VP, Managed Care Direct/Fax: (714) 730-9263 Cell: (818) 254-6906 <u>kalvarez@intermedccs.comt</u>

Pharmacy Benefit Management: Optum

 Jill Bisaccia, Director, Account Management Direct: (714) 393-0097 jill.bisaccia@optum.com

MSA / Structured Settlement Vendor: Optum

 Jill Bisaccia, Director, Account Management Direct: (714) 393-0097 jill.bisaccia@optum.com

Copy Service: Macro Pro

 Contact: Kevin Fuller Office: (562) 595-0900 ext. 217 Fax: (562) 595-8937 <u>kfuller@macropro.com</u> <u>www.macropro.com</u>

Investigation Firms: Allied Universal

- Contact: Bill Warner
 Office (916) 677-5210
 <u>BWarner@intercareins.com</u>
- Allied Universal Justin Brunette, AVP Office: (657) 554-8810 Justin.brunette@aus.com

Andrew Barber, Account Manager Office: (559) 479-6166 Andrew.barber@aus.com

Defense Attorneys

- Firm: WS Law, APC Attorney: Danielle Wank Office: (800) 865-5116 Cell: (323) 707-0467 danielle@wscomplaw.com
- Firm: Law Offices of Jodie Filkins Attorney: Jodie Filkins Office: (714) 748-4404 Fax: (714) 748-4532 Cell: (714) 305-6168 ifilkins@filkinslaw.com

Lien Vendor: InterMed Ancillary

 Kerenza Alvarez, VP, Managed Care Direct/Fax: (714) 730-9263 Cell: (818) 254-6906 <u>kalvarez@intermedccs.comt</u>

Court Reporters: Imber Court Reporters

 Contact: Heather Imber Office (323) 337-9031
 Cell (310) 351-1152

RFP 5-3964 EXHIBIT A ATTACHMENT D

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

Interactive Process: Dickerson Disability Consulting Services, Inc.

 Contact: Dwight Dickerson Office: (310) 516-7420 Cell: (310) 463-2180 Fax:(310) 516-1659 dwight@dickersondisability.com intercare

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

OCTA - Preferred Utilization Review Referral Criteria

OCTA - Preferred Utilization	
CLAIMS EXAMINER	RECOMMEND UR REFERRAL
DIAGNOSTIC	TESTING
Diain y rous for all orthogodic injurios	Peterral for pro on evaluation (2 ago 45)
Plain x-rays for all orthopedic injuries	Referral for pre-op evaluation (< age 45)
MRI/CT	
Repeat MRI < 1 year old; functional/positional MRI	
EMG/NCS (CTS/cubital tunnel syndrome, neck/back injuries, etc.)	
Surface EMGs	
CT/Discogram & CT/Myelogram	
Diagnostic ultrasound (orthopedic cases)	
Routine pre-op testing (CBC, chem panel, urinalysis, Chest x-ray, EKG)	
HOME HEALTH / DME (Dura	
30 day trial of simple TENS	Home Health
Simple braces (wrist, ankle, etc.)	E-stim units, H-wave, IF units, etc, (other than simple TENS)
	CPM machines (other than for Total Knee Replacement, ACL
	repair, RC repair up to 21 days)
	Rigid, custom braces (knee/back)
	Cold therapy/vasopneumatic devices
	Spinal Unloading devices (Orthotrac pneumatic vest)
	Beds, spas, etc
	Pain Buster (for shoulder/knee arthroscopy)
PHYSICAL M	EDICINE
Chiropractic treatment - up to 24 visits total, approval or UR referral thereafter is at adjuster/supervisor discretion	Manipulation under anesthesia (by DC)
PT/OT - up to 24 visits total, approval or referral thereafter is at	Massage therapy
adjuster/supervisor discretion	
Acupuncture - up to 24 visits total, approval or referral thereafter is at adjuster/supervisor discretion	Biofeedback
Post-op PT	Pool therapy
	Gym programs/membership
	Computerized strength/ROM testing
	FCE (unless part of P&S determination)
THERAPEUTIC INT	
Initial Consult / Eval, especially with MPN provider	Any surgery request
Epidural injection x1 with MRI evidence of nerve root compression &	ANY percutaneous disc procedure (IDET, nucleoplasty, laser
symptoms of radiculopathy	discectomy)
	Epidural injections (>1 and/or with no nerve root compression on
	MRI)
	Sympathetic & Bioelectric nerve block
	Trigger point injections
	Botox & Trigger point injections, Prolotherapy
	Facet injections & Selective nerve root blocks
	ANY Radio Frequency procedure (RF)
	Chronic use of narcotics/unusual medication requests
	(particularly Actig, Fentora, Avinza, and similar)
	Chronic pain management programs, drug detox programs Compounded topical medications
	Dorsal column stimulators, implantable pain pumps
	Vax-D (or similar) pneumatic traction
	ECSWT (Extra-corporeal shock wave therapy)
L	Laser & Magnet therapy

RFP 5-3964 EXHIBIT A ATTACHMENT D

intercare

ORANGE COUNTY TRANSPORTATION AUTHORITY

SERVICE INSTRUCTION GUIDELINES

Date Updated: 1/14/2025

PENS or PNT treatment

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 5-3964

Enter below <u>all</u> proposed cost and price required for services described in Exhibit A, entitled "Scope of Work." Pricing shall be fully-burdened which shall include direct costs, indirect costs, and profits.

Proposed pricing shall remain fixed and no price increases shall be passed along to the Authority.

Please denote the basis on which the prices are quoted. Proposed pricing shall be for a five (5)-year term.

Each Category shall include cost and pricing for the five (5)-year term:

Category One:

- **Bundled** Cost and price proposal shall include all of the following:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category Two:

- **Unbundled** Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

Category One:

- **Bundled** Offerors' cost and price proposal shall include all of the following services:
 - Claims Administration
 - Medical Bill Auditing
 - Utilization Review
 - Medical Case Management

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Authority shall pay Administrator on a firm-fixed amount shown below for all new Workers' Compensation claim, regardless of volume, submitted to and fully completed by Administrator during the terms of this Agreement, said sums to include Administrator's total direct cost, indirect costs and profit and to be paid with the following provisions:

<u>Term</u>	Period of Performance	<u>Total Annual Fee</u>
Year One	11/01/2025 – 10/31/2026	\$
Year Two	11/01/2026 – 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$
Year Five	11/01/2029 – 10/31/2030	\$

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Please provide associated services (i.e. Medical Billing Audit, Utilization Review Services, and Medical Case Management Services) at the following fully-burdened labor rates:

Term: 11/01/25 – 10/31/2030

Service	Rate/Hour
	\$
	\$
	\$

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.
- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).
- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

Category Two:

- **Unbundled** Cost and price proposal shall include the following separate services:
 - Claims Administration Services
 - Medical Bill Auditing Services
 - Utilization Review Services
 - Medical Case Management Services

If necessary, Offerors can use additional pages for explanation of cost and pricing.

Claims Administration Services:

<u>Term</u>	Period of Performance	<u>Total Annual Fee</u>
Year One	11/01/2025 – 10/31/2026	\$
Year Two	11/01/2026 - 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$
Year Five	11/01/2029 – 10/31/2030	\$

Note: For cost analysis purposes, please provide annual fees for the above designated job categories.

Please state how many installments are payable and in what amounts? Currently, the Authority pays its Administrator in equal quarterly payments.

Medical Bill Auditing Services:

Medical Bill Auditing Sel <u>Term</u>	rvices: <u>Period of Performance</u>	<u>Flat Fee Per Bill</u>
Year One	11/01/2025 – 10/31/2026	\$
Year Two	11/01/2026 - 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$
Year Five	11/01/2029 – 10/31/2030	\$
Utilization Review Servio <u>Term</u>	ces: <u>Period of Performance</u>	<u>Flat Fee Per Review</u>
Year One	11/01/2025 – 10/31/2026	\$
Year Two	11/01/2026 – 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$
Year Five	11/01/2029 — 10/31/2030	\$
Medical Case Manageme <u>Term</u>	ent Services: <u>Period of Performance</u>	<u>Rates/Hourly</u>
Year One	11/01/2025 – 10/31/2026	\$
Year Two	11/01/2026 – 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$

Year One	11/01/2025 — 10/31/2026	\$
Year Two	11/01/2026 — 10/31/2027	\$
Year Three	11/01/2027 – 10/31/2028	\$
Year Four	11/01/2028 – 10/31/2029	\$
Year Five	11/01/2029 – 10/31/2030	\$

\$ 	 	 	
\$ 	 	 	
\$ 	 	 	
\$	 	 	

OTHER FEES

- A. If you have any charges that are not included in your flat annual fee, identify those items and state their costs. For example, you might charge additional amounts for optional client printouts or reports, a litigation cost reduction program, employee accident forms, safety training program, or some start-up costs.
- B. If you agree to finish processing open claims left by the previous administrator, please provide the hourly labor rate(s) that you would charge the Authority on a time-and-expense basis for this work (expenses would be reimbursed to the Administrator at actual cost).
- C. If you agree to finish processing claims left open upon expiration or termination of the contract award to your firm, please provide the hourly rate(s) that you would charge the Authority on a time-and expense basis for this work (expenses would be reimbursed to the Administrator at actual costs).

1. I acknowledge receipt of RFP 5-3964	and Addenda No.(s)
2. This offer shall remain firm for(Minim	days from the date of proposal num 180)
COMPANY NAME	
ADDRESS	
TELEPHONE	
E-MAIL ADDRESS	
SIGNATURE OF PERSON AUTHORIZED TO BIND OFFEROR	
SIGNATURE'S NAME AND TITLE	
DATE SIGNED	

EXHIBIT C: PROPOSED AGREEMENT

RFP 5-3964 EXHIBIT C PROPOSED AGREEMENT NO. C-5-3964 BETWEEN ORANGE COUNTY TRANSPORTATION AUTHORITY AND THIS AGREEMENT is effective this day of , 2025 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and ,,,, (hereinafter referred to as "ADMINISTRATOR"). WITNESSETH: WHEREAS, AUTHORITY requires assistance from ADMINISTRATOR to provide Workers' Compensation claims administrative services; and WHEREAS, said work cannot be performed by the regular employees of AUTHORITY; and WHEREAS, ADMINISTRATOR has represented that it has the requisite personnel and experience, and is capable of performing such services; and WHEREAS, ADMINISTRATOR wishes to perform these services. NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and ADMINISTRATOR as follows: **ARTICLE 1. COMPLETE AGREEMENT** A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AUTHORITY and ADMINISTRATOR and it supersedes all prior representations. understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. B. AUTHORITY's failure to insist in any one or more instances upon ADMINISTRATOR's performance of any terms or conditions of this Agreement shall not be construed as a waiver or

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EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

<u>Names</u>

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by ADMINISTRATOR, 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 ADMINISTRATOR, 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

EXHIBIT C

person, unless ADMINISTRATOR is not provided with such notice by the departing employee. AUTHORITY shall respond to ADMINISTRATOR within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties, and shall continue in full force and effect through October 31, 2030, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

B. The following schedule shall establish the firm-fixed amounts shown below for all Workers'
Compensation Claims, regardless of volume, submitted to and fully completed by ADMINISTRATOR
during the term of this Agreement, said sums to include ADMINISTRATOR's total direct cost, indirect
costs and profit and to be paid in accordance with the following provisions.

	Effective Period	Total Annual Fee
Year 1	11/01/2025 – 10/31/2026	\$
Year 2	11/01/2026 - 10/31/2027	\$
Year 3	11/01/2027 – 10/31/2028	\$
Year 4	11/01/2028 – 10/31/2029	\$
Year 5	11/01/2029 – 10/31/2030	\$

C. AUTHORITY shall also pay ADMINISTRATOR on a time-and-expense basis for the following services at the following fully-burdened labor rates effective 11/01/2025 – 10/31/2030:

Service	<u>Rate/Hour</u>
	\$
	\$

Page 3 of 16

D. AUTHORITY shall remit payment in accordance with the following provisions	D. AUTHORITY shall remit	payment in accordance v	with the following provisions:
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	Payment Schedule:	Payments
Year 1	11/01/2025 – 10/31/2026	\$ due each quarter
Year 2	11/01/2026 – 10/31/2027	\$ due each quarter
Year 3	11/01/2027 – 10/31/2028	\$ due each quarter
Year 4	11/01/2028 – 10/31/2029	\$ due each quarter
Year 5	11/01/2029 – 10/31/2030	\$ due each quarter

\$

E. ADMINISTRATOR shall invoice AUTHORITY on a quarterly basis for payments corresponding to the work actually completed by ADMINISTRATOR. Percentage of work completed shall be documented in a progress report prepared by ADMINISTRATOR, which shall accompany each invoice submitted by ADMINISTRATOR. ADMINISTRATOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as ADMINISTRATOR has documented to AUTHORITY's satisfaction, that ADMINISTRATOR has fully completed all work required. AUTHORITY's payment in full for any services completed shall not constitute AUTHORITY's release of the retention described in paragraph F.

F. As partial security against ADMINISTRATOR's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by ADMINISTRATOR. All retained funds shall be released by AUTHORITY and shall be paid to ADMINISTRATOR within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit ADMINISTRATOR's records in accordance with Article 16 of this Agreement. If AUTHORITY elects to audit, retained funds shall be paid to ADMINISTRATOR within thirty (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or

EXHIBIT C

a portion of the retained amount based on ADMINISTRATOR'S satisfactory completion of certain milestones. ADMINISTRATOR shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

G. Invoices shall be submitted by ADMINISTRATOR on a quarterly basis and shall be submitted in duplicate to AUTHORITY's Accounts Payable office. ADMINISTRATOR may also submit invoices electronically to AUTHORITY's Accounts Payable Department at <u>vendorinvoices@octa.net</u>. Each invoice shall be accompanied by the progress report specified in paragraph E of this Article. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information

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Agreement No. C-5-3964;

2. Specify the task number for which payment is being requested;

- 3. The time period covered by the invoice;
- 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
 retention;

Monthly Progress Report;

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

7. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice.

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EXHIBIT C

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To AUTHORITY:

To ADMINISTRATOR:

	Orange County Transportation Authority
	550 South Main Street
	P.O. Box 14184
,	Orange, CA 92863-1584
ATTENTION:	ATTENTION: Luis Martinez
Title:	Title: Senior Contract Administrator
Phone:	Phone: (714) 560 - 5767
Email:	Email: Imartinez1@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

A. ADMINISTRATOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. ADMINISTRATOR's personnel performing services under this Agreement shall at all times be under ADMINISTRATOR's exclusive direction and control and shall be employees of ADMINISTRATOR and not employees of AUTHORITY. ADMINISTRATOR 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.

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

ARTICLE 9. INSURANCE

A. ADMINISTRATOR shall procure and maintain insurance coverage in full force and effect during the entire term of the Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. ADMINISTRATOR 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 per occurrence, \$2,000,000 general aggregate and \$2,000,000 Products/Completed Operations aggregate;

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

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

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

5.

6.

Professional Liability with minimum limits of \$1,000,000.00 per claim; and

Commercial Crime with minimum limits of \$5,000,000.00 per claim.

B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy blanket additional insured endorsement, designating AUTHORITY, its officers, directors and employees as additional insureds on general liability and automobile liability, as required by Agreement. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective

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EXHIBIT C

date of the Agreement and prior to commencement of any work. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance policies, in response to a related loss.

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

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

E. ADMINISTRATOR shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. ADMINISTRATOR shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to <u>octa@instracking.com</u>.

F. ADMINISTRATOR shall include on the face of the certificate of insurance, the following information:

The Agreement Number C-5-3964 and, the Senior Contract Administrator's Name, Luis Martinez.

2. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-3964; (3) ADMINISTRATOR's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

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

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

B. AUTHORITY hereby consents to ADMINISTRATOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described in ADMINISTRATOR's proposal.

ADMINISTRATOR shall include in the subcontract agreement the stipulation that ADMINISTRATOR, 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 ADMINISTRATOR.

Subcontractor Name/Addresses

Subcontractor Amounts

\$_____.00 \$____00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

ADMINISTRATOR shall provide AUTHORITY, or other agents of AUTHORITY, such access to ADMINISTRATOR's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. ADMINISTRATOR 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 ADMINISTRATOR'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. ADMINISTRATOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

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

provision herein. This disclosure requirement is for the entire term of this Agreement.

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

ARTICLE 18. CODE OF CONDUCT

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

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

EXHIBIT C

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

B. It is expressly understood that any title to preliminary technical data is not passed to AUTHORITY but is retained by ADMINISTRATOR. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by ADMINISTRATOR solely for the purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AUTHORITY if ADMINISTRATOR causes AUTHORITY to exercise Article 13, and a price shall be negotiated for all preliminary data.

ARTICLE 26. HEALTH AND SAFETY REQUIREMENT

ADMINISTRATOR shall comply with all the requirements set forth in Exhibit _, Level 1 Safety Specifications.

ARTICLE 27. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 28. FORCE MAJEURE

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-3964 to be executed as of the date of the last signature below.

ADMINISTRATOR	ORANGE COUNTY TRANSPORTATION AUTHORITY
Ву:	By: Darrell E. Johnson Chief Executive Officer
	APPROVED AS TO FORM:
	By: James M. Donich General Counsel
	APPROVED:
	By: Maggie McJilton Executive Director, People and Community Engagement
	Page 16 of 16

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACT FORMS

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

Date

Title

Revised. 03/16/2018

EXHIBIT E: CAMPAIGN CONTRIBUTION 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 \$500 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 \$500 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 \$500 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 \$500 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 \$500 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: RF	P Title:	
Was a campaign contribution made to any OCT regardless of dollar amount of the contribution by eit agent/lobbyist? Yes		
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 Agent/Lobbyist hired by Prime 	Yes No	_
to represent the Prime in this RFP	YesNo	_
Identify the Board Member(s) to whom you, your s contributions, the name of the contributor, the dates amount of the contribution. Each date must include	of contribution(s) in the prece	eding 12 months and dollar
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 Contributo	or
Print Firm Name	Print Name of Contribu	itor

ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES

Board of Directors

Doug Chaffee, Chair Jamey Federico, Vice Chair Valerie Amezcua, Director Mike Carroll, Director Katrina Foley, Director Patrick Harper, Director Michael Hennessey, Director Fred Jung, Director **Stephanie Klopfenstein, Director Carlos Leon, Director** Janet Nguyen, Director Tam Nguyen, Director **Vicente Sarmiento, Director** John Stephens, Director Mark Tettemer, Director **Donald Wagner, Director**

EXHIBIT F: 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. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 1.3 INCIDENT NOTIFICATION AND INVESTIGATION
 - A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
 - B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

A. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.

B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:			
RFP No.:	RFP Title:		
Deviation or Exception No. :			
Check one:Scope of Work (TechnicProposed Agreement (
Reference Section/Exhibit:		Page/Article No	
Complete Description of Devia	ation or Exception:		
Rationale for Requesting Devi	ation or Exception:		
Area Below Reserved for Authorit	y Use Only:		



May 12, 2025

То:	Members of the	Board of Directors
10:	Members of the	Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: 2025 Board of Directors and Chief Executive Officer Initiatives and Action Plan – First Quarter Progress Report

On January 27, 2025, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the 2025 Board and Chief Executive Officer (CEO) Initiatives (Attachment A) and Action Plan (Attachment B). Following their approval, the 2025 CEO Action Plan was updated to reflect feedback received from the Board and was shared via a memo to the Board on March 20, 2025. The revised Action Plan consists of three Board initiatives and nine CEO initiatives that are monitored through 110 milestones throughout the calendar year. Reports detailing the progress on these milestones are presented on a quarterly basis for Board review. This report provides a summary of progress on first quarter (Q1) milestones from January 1, 2025, through March 31, 2025. At the conclusion of Q1, ten of the 110 milestones have been completed. Highlights of these accomplishments are outlined below.

Q1 Progress Report

During Q1 of the calendar year 2025, nine milestones were scheduled for completion. At the end of Q1, six of those nine milestones have been completed, while an additional four milestones have been completed ahead of schedule. Some of the key highlights achieved in Q1 include:

- Released an Invitation for Bids for the installation of battery electric bus (BEB) chargers and electrical infrastructure at the Santa Ana Bus Base, which was needed following the Board-approved purchase of ten additional BEBs and electric bus chargers in November 2024. This project will support the expansion of OCTA's zero-emission bus pilot program by providing more flexibility to deploy BEBs from either the Garden Grove or Santa Ana Bus Base on various routes allowing for an expanded operating environment in which these buses are being tested.
- Adopted an updated set of principles to guide OCTA's advocacy efforts regarding the surface transportation bill reauthorization. This legislation will play a key role in informing long-term federal transportation policy and funding. The recently adopted set of guiding principles will help position OCTA as a strong advocate for federal policies that align with the region's mobility needs and support sustainable transportation funding, efficient project delivery, and local decision-making authority.

2025 Board of Directors and Chief Executive Officer Initiatives and Action Plan – First Quarter Progress Report

- Launched the sixth cohort of the Management Development Academy (MDA), a leadership development program aimed at supporting the professional growth of OCTA staff, particularly those interested in gaining practical and strategic management skills. The MDA is part of the agency's broader commitment to invest in its workforce by providing learning and career development opportunities.
- Exercised the first option term with First Transit, Inc. to continue providing OC ACCESS paratransit service through December 31, 2027. This extension enables OCTA to keep offering accessible, reliable, and efficient transit options for the region.
- Adopted the updated 2025 Public Transportation Agency Safety Plan (PTASP) performance measures and targets, newly required by the Federal Transit Administration. PTASP represents a comprehensive, collaborative, and systematic approach to managing safety and reinforces OCTA's ongoing commitment to uphold high safety standards.
- Completed the sixth Measure M2 (M2) triennial performance assessment, covering the period of July 1, 2021, through June 30, 2024. Overall, the assessment concluded that OCTA effectively and efficiently managed and delivered the renewed M2 Transportation Investment Plan. While there were no significant findings in the report, there were four recommendations for enhancements that OCTA has either already addressed or will continue to focus on.
- Continued coordination with LA Metro and the appropriate Orange County cities to advance ongoing planning efforts for the World Cup 2026 and LA28 Olympics.

While ten total milestones were accomplished during the quarter, some of which are noted above, delivery timeframes for three milestones originally scheduled for completion in Q1 were extended and are now anticipated to occur in the second quarter. Additional adjustments were made to the anticipated completion of five milestones in subsequent quarters. For more details, please refer to Attachment B.

The Q1 progress report is complete and included for your review. I am encouraged by the progress OCTA has made thus far and am confident in our ability to further advance the 2025 Board and CEO Initiatives. As we look ahead, OCTA will remain steadfast in our commitment to addressing the immediate needs of the public, our customers, and our employees to keep Orange County moving. Please contact me at (714) 560-5343 with any questions or suggestions.

DEJ:ls Attachments Page 2

ATTACHMENT A

Orange County Transportation Authority 2025 Board & CEO Initiatives

Deliver the Public a Balanced, Sustainable, & Equitable Transportation System



- Provide Efficient, Reliable, and Accessible Options to Move People and Goods
- Continue to Fulfill Commitments through the Voter-Approved Measure M2 Local Sales Tax Program
- Actively Engage with Stakeholders and Seek Input from Diverse Communities

Ensure Organizational Resiliency through Fiscal & Environmental Responsibility



- Maintain Financial Integrity and Effectively Administer Taxpayer Dollars for Transportation
- Adapt to Changes in the Environment through Enhanced Resiliency Initiatives
- Support Thriving Communities by Advancing Environmental Stewardship and Sustainability

Uphold Continued Excellence, Diversity, & Collaboration



- Optimize Relationships with Regional, Business, and Community Partners to Advance Shared Priorities
- Reflect Community Values through a Continued Commitment to an Inclusive and Diverse Work Culture
- Promote Employee Development and Belonging by Providing a Safe and Welcoming Workplace

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Darrell E. Johnson Chief Executive Officer

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Doug Chaff Doug Chaffee

Darrell E. Johnson Chief Executive Officer

Revised: March 2025

2025 Board Initiatives

- Deliver the Public a Balanced, Sustainable, and Equitable Transportation System
- Ensure Organizational Resiliency through Fiscal and Environmental Responsibility
- Uphold Continued Excellence, Diversity, and Collaboration

2025 CEO Initiatives

- Provide Efficient, Reliable, and Accessible Options to Move People and Goods
- Continue to Fulfill Commitments through the Voter-Approved Measure M2 Local Sales Tax Program
- Actively Engage with Stakeholders and Seek Input from Diverse Communities
- Maintain Financial Integrity and Effectively Administer Taxpayer Dollars for Transportation
- Adapt to Changes in the Environment through Enhanced Resiliency Initiatives
- Support Thriving Communities by Advancing Environmental Stewardship and Sustainability
- Optimize Relationships with Regional, Business, and Community Partners to Advance Shared Priorities
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2025 CEO Milestone Summary

Number of Milestone	s by Quarter							
Quarter Due Number								
First Quarter	9							
Second Quarter	30							
Third Quarter	24							
Fourth Quarter	47							
TOTAL	110							

Milestone Progress

		9%										84%	6									<mark>7%</mark>
	0	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	10
										#	of M	lilest	ones	\$								
Completed												10										
On Track												92										
Timetable Adjusted												8										
Carry Over												0										

	RST QUARTER			of 9 Complete			672	
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q
1.	BEB Charging Infrastructure (Santa Ana Bus Base)**	Advance Zero-Emission Goals	Seek Board approval to release public works IFB - Q1	March 10, 2025 - presented to Board for approval to release IFB.				
2.	Bus Base Gates*	Enhance Security at Bus Bases with Security Gate Installations	Complete construction - Q1	Due to additional time being needed to assemble a functionality test plan for OCTA's Security and Emergency Preparedness department, this has been delayed; once the plan is agreed upon, testing can proceed and will likely be carried out through April 2025; May 31, 2025 - anticipated to complete construction.				
3.	Mission Viejo/Laguna Niguel Rail ROW Slope Stabilization**	Ensure Asset Preservation and Climate Resiliency	Advertise for construction - Q1	Due to additional time being needed for the designer to address some final comments and provide the IFB package to OCTA, this has been delayed; April 2025 - anticipated to advertise for construction.				
4.	Renewable Solar Energy at Bus Bases**	Advance Climate Goals by Introducing Renewable Energy into Agency Operations	Seek Board approval to release RFP for design - Q1	Although OCTA is now focused on the completion of a feasibility study, this will help inform the design and installation of solar photovoltaic systems at the OCTA bus bases. Due to additional time being needed to finalize the scope of work, this has been delayed; April 14, 2025 - anticipated to present to Board for approval to release RFP for feasibility study.				

Q	1 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
5.	Local Government Outreach	Establish Relationships with Newly Elected Officials	Conduct outreach to all new mayors and city council members - Q1	February 2025 - sent out communications; March 2025 - conducted follow-up, which is anticipated to continue through April 2025, including various tours and briefings with city council members and mayors.				
6.	Surface Transportation Reauthorization	Inform Reauthorization	Develop priorities for reauthorization and present to Board - Q1	March 24, 2025 - presented to Board for adoption.				
7.	Coach Operator Barriers	Enhance Bus Operator Safety	Start installation of operator barriers on buses - Q1	March 2025 - began second phase of coach operator barrier installations.				
8.	Zero-Emission Bus (ZEB) Program Update	Advance Zero-Emission Goals	Provide progress report to Board on ZEB Program, including the hydrogen FCEBs and plug-in BEBs - Q1	February 24, 2025 - provided progress report to Board.				
9.	Management Development Academy (MDA)	Provide Professional Development Opportunities	Launch sixth cohort - Q1	January 30, 2025 - launched sixth cohort.				

S	ECOND QUART	TER (Q2)	4	of 30 Comple	ted	-	13%	6
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	Hydrogen Fueling Station (Garden Grove Bus Base)**	Advance Zero-Emission Goals	Seek Board approval to award design-build agreement - Q2	June 23, 2025 - anticipated to present to Board for approval to select contractor for design and construction.				
2.	I-605, Katella Avenue Interchange**	Advance Construction	Initiate construction - Q2	June 2025 - anticipated to initiate physical construction.				
3.	OC Streetcar	Prepare for OC Streetcar Operations	Receive delivery of first vehicles - Q2	April 30, 2025 - anticipated to receive delivery of first vehicles.				
4.	Orange County Maintenance Facility**	Support Metrolink Efforts to Optimize and Expand Service	Seek resolution to proceed to design phase - Q2					
5.	SR-55, I-5 to SR-91	Advance Design Phase	Present update on design status and project schedule to Board - Q2	Due to additional time being needed to acquire additional ROW that was recently identified, this has been delayed and an update to Board is now anticipated in Q3.				
6.	SR-91, SR-55 to Lakeview Avenue	Advance Construction	Initiate construction - Q2	April 14, 2025 - anticipated to initiate physical construction.				
7.	405 Express Lanes	Update Board on Latest Traffic and Revenue Data	Present update to Board - Q2	April 2025 - anticipated to receive forecast; June 2025 - anticipated to present forecast to Board.				
8.	M2 Compliance Audit Report	At the Request of the Taxpayer's Oversight Committee (TOC), Provide Results of an Independent Measure M2 Compliance Audit	Present results of M2 Compliance Audit to TOC and Board - Q2	May 27, 2025 - anticipated to present results to Board; June 2025 - anticipated to present results to TOC.	**202	4 Carryo		127 - 10

Q	2 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
9.	Headquarters Building	Implement Long-Term Strategy for the OCTA Administrative Headquarters	Submit permit to the City of Santa Ana for Board/conference room construction and procure design services for headquarters building improvements - Q2	January 13, 2025 - presented RFP for design services to Board for approval. June 23, 2025 - anticipated to award contract; permit anticipated to be submitted during the design process in FY26.				
10.	OCTA's Operating and Capital Budget	Develop a FY 2025-26 Balanced Budget	Present a comprehensive and balanced OCTA FY 2025-26 budget for adoption by the Board - Q2	June 9, 2025 - anticipated to present to Board for adoption.				
11.	Federal Compliance Training	Provide Federal Compliance and Oversight Training Agencywide on New and Current Federal Requirements	Conduct federal compliance training for agency's project managers and subject matter experts - Q2	Staff awaits release of the FTA's FY25 guidance to develop the curriculum and provide the training; although the guidance is currently delayed, the training is anticipated to be completed by end of June 2025.				
12.	State and Federal Delegation Outreach	Establish Relationships with Newly Elected Officials	Meet with all newly elected Orange County state and federal offices - Q2	March 2025 - completed outreach with newly elected offices; however, while all offices have been met with, a special election added one new member that OCTA still has to meet with.				
13.	Bus Fleet Management	Maintain Fleet in a State of Good Repair	Seek Board approval to award contract to purchase six 60-foot buses - Q2	Due to the State of California contract having expired and not being renewed, the procurement process has been delayed; OCTA intends to use the State of Washington contract to purchase the buses; a presentation to Board for approval to award contract is now anticipated in Q3.				

Q2 (Continued)							
# Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
14. College Pass Program	Continue Working with Community Colleges to Renew or Extend Agreements for the Program	Exercise option term with Coastline College, Orange Coast College, and Santiago Canyon College Continuing Education - Q2	January 2025 - executed a new agreement with Coastline College. A new agreement with Orange Coast College is anticipated to be executed in Q2; Santiago Canyon College Continuing Education opted not to renew and let its agreement expire, as it was superseded when non-credit students were added to the new agreements with Santa Ana and Santiago Canyon Colleges.				
15. Metrolink Service	Plan, Fund, and Administer Sustainable Metrolink Service	Receive updates from Metrolink on the financial and operational performance of the service optimization - Q2	April 2025 - Metrolink anticipated to present update to Finance and Administration Committee.				
Metrolink Special Event 16. Train	Increase Opportunities for Special Metrolink Service	Implement Angels Express Service consistent with Metrolink's service optimization - Q2	Although Angels Express will not be operated this year due to financial constraints, OCTA continues to partner with Metrolink to promote existing service to special events in the region, such as Transit Equity Day, Earth Day, and Bike to Work Week, which support Metrolink's ongoing service optimization efforts.				
17. OC ACCESS	Deliver Required Complementary ADA Paratransit Service and Microtransit Service	Seek Board approval to exercise option term for OC ACCESS paratransit agreement - Q2	March 24, 2025 - presented to Board for approval to exercise first option term.	Early Complete			

Q	2 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
18.	OC ACCESS Eligibility Assessment Contract	Establish Certification Process for Determining Eligibility for Complementary Paratransit Service per ADA Requirements	Seek Board approval to award contract for the OC ACCESS eligibility assessment - Q2	March 24, 2025 - presented to Board for approval to release RFP. While no delays have occurred in the project schedule, award of contract is not expected until Q3; August/ September 2025 - anticipated to present to Board for approval to award contract.				
19.	OC ACCESS Eligibility Assessments Software Implementation	Implement Software Needed to Perform OC ACCESS Eligibility Assessments	Implement use of new software	Due to an upheld procurement protest, this has been delayed and requires a re-release of the RFP; implementation of the new software is now anticipated for Q4.				
20.	OC Flex*	Explore Efficient and Effective Transit Options to Better Meet Mobility Demands in Orange County	Assess OC Flex performance and provide a report to Board on future direction - Q2	March 24, 2024 - presented report to Board and recommendations to discontinue OC Flex service.	Early Complete			
21.	OC Streetcar*	Prepare for OC Streetcar Operations	Initiate OC Streetcar testing with	May 15, 2025 - anticipated to initiate testing with Herzog Contracting Corp.				
22.	Personnel and Salary Resolution	Attract and Retain Top Talent	Present recommendations to Board as part of the OCTA FY 2025-26 budget - Q2	June 9, 2025 - anticipated to present to Board.				
23.	Public Transportation Agency Safety Plan (PTASP)	Update OCTA's PTASP to Adopt New FTA Requirements (Joint Safety Committee, Performance Targets, etc.)		February 10, 2025 - presented to Board for approval.	Early Complete			rrvover

*2024 Carryover

Q2 (Continued)						_	
# Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
24. Workday	Support Agencywide Adoption of New Workday Software System	Launch change management plan and employee communications - Q2	Employee communications have been ongoing, including to ESC in 2024 and at management team meetings and CEO Connections; additional communications will continue throughout the year leading up to the Workday launch date, anticipated in December 2025.				
2027-2028 25. CMAQ-STBG Call for Projects Nominations	Establish Priorities for OCTA Project Recommendations to SCAG	Present report to Board - Q2	March 10, 2025 - presented prioritization guidance to Board for approval.				
26. Fullerton Park-and-Ride Joint Use Master Plan	Review Conceptual Site Designs and Feasibility Analysis	Provide update to ESC - Q2	April 28, 2025 - anticipated to provide update to ESC.				
M2 Triennial 27. Performance Assessment	Evaluate the Efficiency, Effectiveness, Economy, and Results of the Agency's Delivery of M2	Present the sixth performance assessment covering FY 2021-22 through FY 2023-24 - Q2	March 10, 2025 - presented performance assessment to Board.	Early Complete			
28. Signal Synchronization	Improve Roadway Efficiency	Provide update to Board on signal synchronization projects (Project P), including the countywide signal synchronization baseline - Q2	To be consistent with the timing of the previous update, this has been delayed; an update is anticipated to be provided in Q3.				
World Cup 2026 and 29. LA28 Olympics Planning	Develop an Action Plan to Guide Preparations	Coordinate with LA Metro, Orange County cities, and other regional transit providers and provide update to Board - Q2	February 26, 2025 - participated in separate meetings with LA Metro and the City of Anaheim to discuss World Cup 2026 and LA28 planning; March 4 and 14, 2025 - met with LA Metro for the World Cup Regional Task Force and LA28 Olympics Planning, respectively. May 2025 - anticipated to present update to Board.				

Q2 (Continued)							
# Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
30. ZEB Transition Plan**		Award contract to initiate project and present update to ESC - Q2					

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER	10

TI	HIRD QUARTER	R (Q3)	0	of 24 Comple	ted	-	0%	
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	I-5, Avenida Pico to San Diego County Line**	Advance Environmental Phase	Release Draft Environmental Document for public review - Q3	Fall 2025 - anticipated to release document for public review.				
2.	I-5, SR-73 to El Toro Road Project	Continue to Advance Construction on All Segments	Complete construction on all segments - Q3	Summer 2025 - anticipated to complete construction on all segments.				
3.	I-5, Yale Avenue to SR-55	Advance Construction	Advertise for construction - Q3	August 2025 - anticipated to advertise for construction.				
4.	Transit Security and Operations Center	Ensure Transit Service Continuity	Provide construction update to Board - Q3	September 22, 2025 - anticipated to provide update to Board.				
5.	241/91 Express Connector (EC)**	Advance Project Development Phase	Seek Board direction for the Master Agreement, Operating Agreement, and Letter of Support for the 241/91 EC project - Q3	Agencies continue to meet and negotiate terms for the agreements.				
6.	405 Express Lanes	Update Board on Activities of the Recently Completed Fiscal Year	Provide fiscal year-end report to Board - Q3	September 8, 2025 - anticipated to provide report to Board.				
7.	91 Express Lanes	Update Board on Activities of the Recently Completed Fiscal Year	Provide fiscal year-end report to Board - Q3	September 8, 2025 - anticipated to provide report to Board.				
8.	91 Express Lanes*	Install Toll Entrance Readers to Register Vehicles Entering the 91 Express Lanes	Complete installation of infrastructure gantries, cameras, and readers at the three entrances of the 91 Express Lanes - Q3					
9.	Credit Ratings	Maintain OCTA's Positive Credit Rating	Conduct annual rating agency meeting - Q3					
10.	Cybersecurity	Protect OCTA's Information Systems	Require completion of annual cybersecurity training for all employees - Q3					
11.	Enterprise Asset Management (EAM)**	Implement New EAM System	Transition Infor EAM System from test into full production and provide periodic updates to ESC - Q3					
12.	Rider Validation System (RVS)	Modernize OCTA's Fare Collection System	Implement RVS - Q3					

*2024 Carryover **2024 Carryover (modified)

Q	3 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
13.	Bus Fleet Management	Maintain Fleet in a State of Good Repair and Advance Zero-Emission Goals	Receive delivery of ten battery electric vans for paratransit service - Q3	July 2025 - anticipated to receive battery electric vans.				
14.	Diversity, Equity, Inclusion, and Belonging - Affirmative Action Plan/Equal Employment Opportunity (AAP/EEO)	Provide Updates on Progress of AAP/EEO Development and Implementation and Adhere to Federal Requirements	Present biannual updates to ESC - Q1 and Q3	April 28, 2025 - anticipated to provide first biannual update to ESC.				
15.	Early Career Academy (ECA)	Provide Early Career Development to Grow New Professionals	Launch fifth cohort - Q3					
16.	Employee Health Insurance Renewal Programs	Secure Competitive Health Benefits	Present health insurance recommendations to Board - Q3					
17.	RVS	Create Awareness of Wave Card, Mobile Application, and Other Fare Changes	Launch an awareness, customer education, and promotional program for RVS - Q3					
18.	2026 Long-Range Transportation Plan (LRTP)	Identify Draft Challenges and Goals	Provide update to ESC - Q3					
19.	Coastal Rail Resiliency Study	Identify Potential Short-Term and Mid-Term Solutions to Protect the Existing Coastal Rail Infrastructure	Present preliminary options for short- and mid-term protection strategies and seek stakeholder input - Q1 and Q3	February 10, 2025 - presented update to Board.				
20.	Coastal Rail Solutions	Develop Long-Term Strategies for Coastal Rail Infrastructure	Develop framework for an agreement with the State of California to study long-term coastal resiliency solutions - Q3					
21.	Coastal Rail Stabilization Priority Project	Advance Preliminary Engineering, Environmental, and Permitting Processes to Expedite the Four Reinforcement Areas	Continue to work with regulatory agencies and external stakeholders to advance projects and provide updates to Board - Q1 and Q3	February 10, 2025 - provided update to Board. April 14, 2025 - anticipated to present to Board for approval to declare an emergency to proceed to complete work as an emergency.				

Q	3 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
22.	SR-91 Eastbound Corridor Operations Project (ECOP)	Advance Measure M2 Improvements Along SR-91	Initiate agreement with RCTC for Eastbound SR-91 operational improvements between SR-241 and SR-71 and present update to ESC - Q3					
23.	SR-91 Implementation Plan	Collaborate with RCTC to Update the Plan in Support of Regional SR-91 Corridor Transportation Improvements	Present Plan to Board - Q3					
24.	Streets and Roads Grants	Fund Streets and Roads Improvements	Present recommendations for RCP (Project O) and RTSSP (Project P) projects grant awards to Board - Q3					

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER	1

F	DURTH QUART	TER (Q4)	0	of 47 Comple	ted	-	0	%
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	BEB Charging Infrastructure (Irvine Construction Circle Bus Base)	Advance Zero-Emission Goals	Complete design phase - Q4	September 30, 2025 - anticipated to complete design phase.				
2.	Placentia Metrolink Station	Secure Approval from BNSF for Placentia Metrolink Station	Support Metrolink efforts to develop a cooperative agreement with BNSF and provide status report to Board - Q4					
3.	SR-57, Orangewood Avenue to Katella Avenue	Advance Construction	Initiate construction - Q4					
4.	SR-91, Acacia Street to La Palma Avenue	Advance Construction	Initiate construction - Q4					
5.	Crisis Communications	Ensure Agency and Staff Preparedness	Conduct a tabletop exercise for the Crisis Communications team and revise Crisis Communications Plan as appropriate - Q4					
6.	OCTA in the News	Share Newsworthy OCTA Activities and Actions to Obtain Coverage and Raise Awareness of OCTA Programs, Initiatives, and Plans	Continue to highlight OCTA initiatives through mainstream, ethnic, industry, and social media - Q1-Q4	Efforts to highlight OCTA initiatives have been ongoing throughout the year.				
7.	Annual Comprehensive Financial Report	Ensure Accountability and Transparency	Obtain an unmodified opinion from the external auditors and provide the annual financial statements to Board - Q4					
8.	Comprehensive Business Plan (CBP)	Develop OCTA's Business Plan	Update program cash flows - Q4					
9.	Workday	Implement Scalable Enterprise Solution and Improve Operational Effectiveness, Efficiency, and Internal Collaboration	Replace current PACE and Payroll Lawson/Infor System with Workday - Q4					
10.	Federal Compliance Review Simulation	Simulation to	Conduct mock triennial review using same methodology and intensity as FTA's official Triennial Review - Q4					

Q	4 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
11.	Legislative Forums	Communicate Transportation Needs and Challenges and OCTA's Ongoing Plans, Programs, and Projects	Conduct forums with local delegation representatives and report to management team - Q2 and Q4	April 2025 - anticipated to conduct first legislative forum.				
12.	Legislative Platforms	Set Legislative Priorities	Present final 2026-27 state and federal legislative platforms to Board for approval - Q4					
13.	Legislative Priorities	Provide End-of-Session Report	Discuss outcomes of legislative priorities with L&C - Q4					
14.	Local Government Forums	Conduct Mayors Forums by District	Conduct forums with city leaders and report to management team - Q4					
15.	OC ACCESS Operations Software Implementation	Implement Software Aimed to Improve OC ACCESS Performance and Provide Riders with Alternative Transit Options	Begin implementation of new software for paratransit scheduling and operations - Q4					
16.	Paratransit Vehicles	Replace Existing 121 Cutaway Buses with a Mix of Cutaways and Vans	Begin receiving delivery of 108 vans and 13 cutaways - Q4					
17.	Same-Day Taxi	Deliver Enhanced OC ACCESS Service	Seek Board approval to exercise option term for agreement for same-day taxi service - Q4					
18.	91 and 405 Express Lanes Communications		Implement multilingual Express Lanes marketing, communications, and outreach at community events and through social media - Q4					
19.	Community Opinion and Public Support Research	Obtain Public Input and Preferences for OCTA's Various Projects, Programs, and Services	Conduct qualitative and quantitative surveys to evaluate customer satisfaction, including the M2 Ten-Year Review and other surveys - Q4					

Q4 (Continue	ed)						
# Project/Program	n Objective	Milestone	Notes	Q1	Q2	Q3	Q4
20. Diversity Outreact	Maintain Participation of Diverse Communities in Transportation Planning Process and Promote Inclusivity to Ensure Transit Services are Accessible and Welcoming to People from all Backgrounds and Communities	Track number of people reached and survey responses with in-person outreach activities and mailings to disadvantaged communities via email and postcards - Q1-Q4	January - March 2025 - participated in 13 community- and business-related events with over 14,000 people visiting the OCTA booth at various in-person events at which over 1,600 community and 3,281 RVS surveys were collected; January 17, 2025 - distributed e-newsletter highlighting Tet Lunar New Year activities to a database of over 1,800 people.				
Diversity Outreacl 21. Diverse Communi Leaders Group (D	ty Solicit Feedback	Continue engagement with DCLG through quarterly meetings, participation in events and activities with DCLG organizations, and feedback surveys and provide updates to Board - Q1-Q4	February 18, 2025 - held first quarterly meeting virtually with 24 diverse community leaders at which OCTA staff shared information on capital projects, the RVS, and the Employee Appreciation Day campaign. September 2025 - anticipated to present update to Board as part of the overall Public Outreach Update.				
22. Maintenance Colle Bargaining Agree		Present agreement to Board - Q4					
23. Marketing Activitie	Promote and Educate Public on OCTA Services	Present biannual updates on ongoing campaigns promoting bus, rail, OC Flex, rideshare, and vanpool services to L&C - Q2 and Q4	June and November 2025 - anticipated to present updates to L&C.				

#	4 (Continued) Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
24.	OC Streetcar	All Health, Safety,	Work directly with all applicable regulatory agencies to ensure compliance, approval, and permits are obtained - Q4					
25.	OC Streetcar Marketing and Customer Communications**	and Interest in OC Streetcar to	Develop and launch awareness campaign and promotion to encourage use and implement customer communications - Q4					
26.	OC Streetcar Testing/Operations Safety Education and Public Awareness	About OC Streetcar Safety During	Expand reach and penetration of safety education campaign to raise public awareness once vehicles arrive and testing begins on tracks and present quarterly reports to Board - Q1-Q4	February 2025 - briefed Artesia Pilar Neighborhood Association; March 2025 - briefed Santa Ana City Council. April 2025 - anticipated to present at two community meetings on OC Streetcar construction status, safety education messaging, and vehicle/operation status.			over (m	

Q4 (Continued)							
# Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
27. Outreach Activities	Conduct Outreach to Support Capital Projects	Provide updates to Board on OC Streetcar, I-5 corridor projects, SR-55 corridor projects, I-605/Katella Avenue interchange, and SR-91, and other projects - Q1-Q4	January 13, 2025 - presented I-5 (SR-73 to EI Toro Road) Project and SR-91 (SR-57 to SR-55) Project updates to Board; January 27, 2025 - presented quarterly OC Streetcar update to Board; February 10, 2025 - presented I-5 (I-405 to SR-55) Project update to Board; February 24, 2025 - presented update on OC Streetcar schedule and budget to Board. March 10, 2025 - presented M2 construction projects update to Board.				
28. Outreach Activities	Conduct Outreach to Support Planning Studies	Provide outreach updates to Board for planning studies, including OC Connect, OC Transportation Demand Management Plan, OC Transit Vision Plan, OC Coastal Rail Resiliency Study, 2026 LRTP, and others as appropriate - Q1-Q4	February 10, 2025 - presented CRRS and CRSPP updates to Board. June 2025 - anticipated to present CRRS and CRSPP updates to Board.				
Transit Marketing and 29. Customer Communications	Promote and Educate Public on OCTA Transit Services	Develop and implement multilingual campaigns and programs to promote the Youth Ride Free and College Pass Programs, major service changes, Metrolink service, and other activities and present update to Board - Q4					
30. Workday	Support Agencywide Adoption of New Workday Software System	Complete employee training on the use of new software - Q4					
2026 State Transportation Improvement Program (STIP)		Present the 2026 STIP proposal to Board for approval - Q4					

Q	4 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
32.	405 Express Lanes Excess Toll Revenue Expenditure Plan	Complete Express Lanes Excess Toll Revenue Policies to Satisfy Requirements to Develop 405 Expenditure Plan	Present 405 Express Lanes Excess Toll Revenue policies to Board for approval - Q4					
33.	Active Transportation Initiatives	Implement Programs in Support of Non-Motorized Transportation	Provide biannual updates on active transportation initiatives, including OC Connect, Safe Routes to School, and Bike Counts to Board - Q2 and Q4	April 14, 2025 - anticipated to provide first biannual update to Board.				
34.	Climate Adaptation and Sustainability	Advance Agency Sustainability Practices and Resiliency Efforts to Adapt to Climate Change Impacts	Provide update on recommended follow-up activities to ESC - Q4					
35.	Congestion Management Program (CMP)	Report on the CMP Status and Local Jurisdiction Compliance	Present to Board for approval - Q4					
36.	E-Bikes	Highlight Active Transportation Coordination	Publish local ordinances and resolutions on OCTA webpage, including easy to understand versions for quick reference - Q4					
37.	I-5 Managed Lanes Interagency Agreement Framework	Establish Potential Roles and Responsibilities Related to Transit for Vehicle Miles Traveled Mitigation	Complete and present update to ESC - Q4					
38.	M2 Environmental Cleanup Program (Project X)	Fund Localized Water Quality Improvements	Present programming recommendations for Tier 1 water quality projects grant awards to Board - Q4	March 10, 2025 - presented Tier 1 Grant Program call for projects to Board.				
39.	M2 Environmental Mitigation Programs	Ensure Compliance with Resource Agency Permits	Present biannual progress reports to Board - Q2 and Q4	June 9 and December 8, 2025 - anticipated to present biannual reports to Board.				

Q	4 (Continued)							
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
40.	M2 Quarterly Reports	Provide Updates on Progress of M2 Implementation and Fulfill the Requirements of the M2 Ordinance No. 3	Present quarterly reports to Board - Q1-Q4	March 10, 2025 - presented FY 2024-25 Q2 report to Board. June 9, 2025 - anticipated to present FY 2024-25 Q3 report to Board; September 8, 2025 - anticipated to present FY 2024-25 Q4 report to Board; December 8, 2025 - anticipated to present FY 2025-26 Q1 report to Board.				
41.	M2 Ten-Year Review	Evaluate Performance of the M2 Program through a Comprehensive Review	Present report to Board - Q4	March 10, 2025 - presented Ten-Year Review Look Ahead to Board.				
42.	Rail Strategic Plan	Inventory Current and Future Rail Infrastructure Capacity and Assess if Modifications to Planned Rail Service Enhancements are Recommended to Better Serve Orange County	Present update to ESC - Q4					
43.	Regional Planning Activities	Highlight Transportation Planning Activities	Present biannual reports on activities underway that impact OCTA and the Southern California region to Board - Q2 and Q4	May 12, 2025 - anticipated to present first biannual report to Board.				
44.	South County Mobility Improvements	Collaborate with Key Agencies to Advance Development and Implementation of Transportation Improvements in South Orange County	Provide update to Board - Q4					

Q4 (Continued)								
#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
45.	Transit Asset Management (TAM) Plan	Update Agency's Existing TAM Plan to Maintain Assets in a State of Good Repair	Award contract to initiate project - Q4					
46.	Transit Optimization Study	Identify Bus Operation Enhancements to Improve Speed and Reliability	Complete study - Q4					
47.	Transit Ridership Optimization**	Assess Transit Service to Meet Current Ridership Demand	Implement Making Better Connections Service Plan, as appropriate, to reflect current ridership trends and provide updates to ESC - Q4					

COMPLETED	ON TRACK	TIMETABLE ADJUSTED	CARRYOVER	21

Acronyms

AAP/EEO - Affirmative Action Plan/Equal Employment Opportunity	L&C - Legislative and Communications Committee			
ADA - Americans with Disabilities Act	LRTP - Long-Range Transportation Plan			
Board - Board of Directors	M2 - Measure M2			
BEB - Battery Electric Bus	MDA - Management Development Academy			
BNSF - BNSF Railway	OCTA - Orange County Transportation Authority			
CBP - Comprehensive Business Plan	PACE - People and Community Engagement			
CEO - Chief Executive Officer	PTASP - Public Transportation Agency Safety Plan			
CMAQ - Congestion Mitigation Air Quality	RCTC - Riverside County Transportation Commission			
CMP - Congestion Management Program	RCP - Regional Capacity Program			
CRRS - Coastal Rail Resiliency Study	RFP - Request for Proposals			
CRSPP - Coastal Rail Stabilization Priority Project	ROW - Right-of-Way			
DCLG - Diverse Community Leaders Group	RTSSP - Regional Transportation Signal Synchronization Program			
E-Bike - E-Bicycle	RVS - Rider Validation System			
EAM - Enterprise Asset Management	SCAG - Southern California Association of Governments			
EC - Express Connector	SR-55 - State Route 55			
ECA - Early Career Academy	SR-57 - State Route 57			
ECOP - Eastbound Corridor Operations Project	SR-71 - State Route 71			
ESC - Executive Steering Committee	SR-73 - State Route 73			
FCEB - Fuel-Cell Electric Bus	SR-91 - State Route 91			
FTA - Federal Transit Administration	SR-241 - State Route 241			
FY - Fiscal Year	STBG - Surface Transportation Block Grant			
I-5 - Interstate 5	STIP - State Transportation Improvement Program			
I-405 - Interstate 405	TAM - Transit Asset Management			
I-605 - Interstate 605	TOC - Taxpayer Oversight Committee			
IFB - Invitation for Bids	ZEB - Zero-Emission Bus			



COMMITTEE TRANSMITTAL

May 12, 2025

Andrea West, Clerk of the Board Members of the Board of Directors To:

From:

Regional Planning Update Subject:

Regional Transportation Planning Committee Meeting of May 5, 2025

Directors Federico, Foley, Harper, Klopfenstein, Stephens, and Present: Tavoularis Absent: None

Committee Vote

No action was taken on this item.

Staff Recommendation(s)

Receive and file as an information item.



May 5, 2025

May 5, 202	5
То:	Regional Transportation Planning Committee
From:	Darrell E. Johnson, Chief Executive Officer
Subject:	Regional Planning Update

Overview

Regular updates on regional planning matters are provided to highlight current transportation planning issues impacting the Orange County Transportation Authority and the Southern California region.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) regularly coordinates with other planning and regulatory agencies within the Southern California region. This coordination is conducted at many levels, involving the OCTA Board of Directors (Board), executives, and technical staff. Some examples of the regional planning forums in which OCTA participates include:

- Southern California Association of Governments (SCAG) Regional Council, policy committees, and technical working groups
- State Route 91 Advisory Committee
- **Regional Chief Executive Officers meetings**
- South Coast Air Quality Management District working groups

Regional planning updates are prepared twice a year, with the last update provided to the Board in November 2024. Attachment A includes regional planning activities that are being monitored by staff, including relevant activities highlighted in previous updates.

- SCAG's 2024 Sustainable Communities Strategy (SCS)
- Reform of SB 375 (Chapter 728, Statutes of 2008)
- SCAG's Role in 2028 Olympic Planning

A discussion of each is provided below.

Discussion

SCAG's 2024 SCS

The federally required Regional Transportation Plan (RTP) and the state required SCS for the SCAG region are compiled in a single document, known as Connect SoCal 2024. An approved SCS is essential for OCTA to remain eligible and competitive for state transportation funding programs such as the Transit and Intercity Rail Capital Program, Active Transportation Program, and Solutions for Congested Corridors Program, which require or prioritize consistency with an adopted SCS and alignment with the State's Climate Action Plan for Transportation Infrastructure. Under SB 375, SCAG is required to submit its SCS to the California Air Resources Board (CARB) to either accept or reject SCAG's determination that the SCS, if implemented, will meet the per capita greenhouse gas (GHG) emission reduction target of 19 percent below 2005 levels by 2035.

On January 12, 2024, CARB submitted formal comments (Attachment B) on SCAG's draft 2024 SCS. In the comment letter, CARB identified several areas requiring additional clarification or commitments to ensure the SCS is fully supported and the GHG emission reductions goals in the plan are reasonably achievable.

In response to CARB's feedback, SCAG made revisions to the SCS, but assumptions around auto operating costs remained in question. This assumption significantly influences forecasted travel behaviors. SCAG had developed this assumption in consultation with the Metropolitan Transportation Commission (MTC), Sacramento Area Council of Governments (SACOG), and San Diego Association of Governments (SANDAG) to reflect the latest data regarding electric vehicle ownership trends.

SCAG adopted the final Connect SoCal 2024 in April 2024 and submitted the final SCS to CARB in July 2024. Since that time, SCAG and CARB have been in discussions revolving around the key assumption of auto operating costs. CARB is requesting that SCAG use the methodology provided in the 2019 SCS guidelines. However, SCAG's position is that the 2019 methodology ignores the latest research in this area, and there may be concerns by SCAG that use of the

2019 methodology might result in the SCS not achieving the target greenhouse gas reductions.

SCAG remains confident in its approach and submitted a final set of supplemental materials to CARB in March 2025 with the intent of resolving this matter. While SCAG has requested a timeline for a decision, CARB is yet to provide one.

SB 375 Reform

In September 2024, California's four largest Metropolitan Planning Organizations (MPO [SCAG, MTC, SACOG, and SANDAG]), submitted a joint letter to CARB requesting a pause on the processes to revise SB 375 targets and SCS guidelines (Attachment C). This request sought to enable a comprehensive review of the SB 375 framework to reflect major shifts in state policy and evolving travel behaviors, including transportation electrification, vehicle miles traveled-based impact analysis requirements, and recent legislative mandates on housing and equity.

The MPOs asserted that the current framework does not adequately reflect these changes and lacks the resources, flexibility, and implementation focus needed to meet the state's climate and housing goals. They urged CARB and other state agencies to engage in a collaborative process to reform the SB 375 framework in alignment with California's evolving priorities.

In response, CARB issued a letter on October 23, 2024 (Attachment D), declining the request to pause current target-setting and guideline updates, citing statutory requirements and the need to maintain progress on upcoming evaluations. However, CARB expressed support for ongoing dialogue on SB 375 reform and acknowledged the importance of strengthening implementation.

MPOs and Regional Transportation Planning Agencies throughout the State are currently working to develop a set of shared principles that could be used in future SB 375 reform discussions. SB 375 reform could have implications for funding availability and prioritization of projects that may affect OCTA. Additional updates will be provided as this issue develops.

SCAG's Role in 2028 Olympic Planning

On April 15, 2025, additional venues for the 2028 Olympics were announced, including two events with ties to Orange County: indoor volleyball will be held at the Honda Center in Anaheim, while surfing will take place at Trestles Beach in San Diego County, just south of San Clemente in Orange County. Given the implications for regional mobility, OCTA staff is engaged in ongoing planning efforts to ensure Orange County's transportation needs are appropriately addressed, including those led by SCAG.

As a member of the Games Mobility Executives (GME) group, SCAG is leading transportation demand management (TDM) planning efforts for the 2028 Olympic and Paralympic Games (2028 Games). In this role, SCAG is coordinating TDM strategies for public mobility and regional freight logistics in preparation for the 2028 Games. SCAG will be engaging local jurisdictions, transportation agencies, and private stakeholders to ensure operational readiness. Planning efforts also emphasize lessons learned from past global events, including the Paris 2024 and London 2012 Games with a focus on early coordination, equity, sustainability, and minimizing long-term disruptions to freight and transit systems.

On April 4, 2025, SCAG released its Draft 2028 Games Mobility Program Development Framework (Attachment E) to support the 2028 Games, which outlines the agency's goals, objectives, and strategies to coordinate regional transportation planning in support of the 2028 Games. The framework emphasizes minimizing system disruptions, enhancing long-term mobility outcomes, and aligning regional efforts with the pillars of Connect SoCal 2024: mobility, communities, environment, and economy, amongst other items.

SCAG is hosting a series of stakeholder engagement forums in spring 2025, including a Freight Industry Forum on April 23, 2025, and its first Regional TDM Forum on May 7, 2025. These forums aim to convene public agencies, freight and logistics representatives, and other key stakeholders to begin preparing for the level of coordination and communication necessary for the success of the 2028 Games. OCTA is participating in these forums to help support an efficient, well-connected regional transportation system during the 2028 Games and will continue to engage with SCAG and GME partners as plans evolve.

Internally, OCTA is also developing a Draft Service Plan for the 2028 Games. The Service Plan is intended to evaluate operational scenarios that support transit access to the identified venues, while continuing to support workforce travel and other regular transit needs throughout Orange County. A presentation of preliminary findings and recommendations is anticipated to be shared with the OCTA Board in the near future.

Summary

Staff will continue to monitor the status of CARB's determination on SCAG's 2024 SCS, the development efforts to reform SB 375, as well as ongoing efforts related to regional planning for the 2028 Games. These activities have the potential to influence transportation planning, policy development, and funding opportunities across Southern California. Staff will continue to report on the status of these and other pertinent issues to inform the Board and ensure OCTA's interests are represented in regional and statewide discussions.

Attachments

- A. Regional Planning Activities May 2025
- B. Letter from Lezlie Kimura Szeto, Sustainable Communities Policy and Planning Manager, California Air Resources Board, to Sarah Jepson, Planning Director, Southern California Association of Governments, Dated January 12, 2024
- C. Letter from Andrew Fremier, Executive Director, Metropolitan Transportation Commission, Kome Ajise, Executive Director, Southern California Association of Governments, Mario Orso, Chief Executive Officer, San Diego Association of Governments, and James Corless, Executive Director, Sacramento Area Council of Governments, to Dr. Steve Cliff, Chief Executive Officer, California Air Resources Board, re: Pause Current SB 375 Targets and SCS Guidelines to Allow a Holistic Review of SB 375 Framework, Dated September 20, 2024
- D. Letter from Steven S. Cliff, Ph D., Executive Officer, California Air Resources Board, to Andrew Fremier, Executive Director, Metropolitan Transportation Commission, Kome Ajise, Executive Director, Southern California Association of Governments, Mario Orso, Chief Executive Officer, San Diego Association of Governments, and James Corless, Executive Director, Sacramento Area Council of Governments, Dated October 23, 2024
- E. Southern California Association of Governments, 2028 Games Mobility Program Development Framework

Prepared by:

Angel Garfio Planning and Analysis Transportation Analyst, Associate (714) 560-5822

Approved by:

Rose Carry

Rose Casey Executive Director, Planning (714) 560-5729

ATTACHMENT A

Regional Planning Activities May 2025

California Department of Transportation (Caltrans)

	Summary	Key Dates	OCTA Interest	OCTA Role
Interstate 5 (I-5)	Caltrans is advancing plans to	2020 – Supplemental project	Support the success	Advocate to partner with
Managed Lane	implement express lanes or	study report finalized	of the express lanes	Caltrans in project planning
Project	high-occupancy vehicle (HOV) 3+		as a regional	and operations.
(Red Hill Avenue to	lanes on I-5 between Red Hill Avenue	2023 – OCTA comments	strategy.	
Orange/	and the Orange County/Los Angeles	submitted on the draft		Help shape user policies,
Los Angeles County	County Line (~15.5 miles). The project	environmental document	Maintain public	access design, and
Line)	addresses HOV degradation and		confidence in tolling	enforcement to support
	operational deficiencies, particularly in	Summer/Fall 2025 – Caltrans	strategies.	corridor performance and
	the peak southbound (AM) and	to provide update to OCTA	_	user satisfaction.
	northbound (PM) directions.	Board of Directors (Board)	Ensure revenues are	
			reinvested in the	Provide insights from
	Concerns remain regarding	To Be Determined (TBD) –	corridor to improve	experience to enhance
	inconsistent access design, volume	Final environmental document	transportation.	viability and public trust.
	control, toll policy clarity, induced			
	demand effects, and the vehicle miles	TBD – Submission of tolling	Ensure seamless	
	traveled mitigation strategies.	application to the California	integration with	
		Transportation Commission	OCTA's regional	
	The Orange County Transportation	(CTC)	express lane	
	Authority (OCTA) has highlighted the		operations for the 91	
	need for greater collaboration in	<u>TBD</u> – Begin design-build	and 405 Express	
	shaping tolling policies, operations,		Lanes.	
	and reinvestment strategies.	2029 – Open to traffic		
		(Caltrans target)		

Caltrans (cont.)

	Summary	Key Dates	OCTA Interest	OCTA Role
Games Route Network (GRN) Caltrans District 7	The GRN is a network of roads for traveling between official venues during the Los Angeles 2028 Olympics (LA28). These will be dedicated lanes for the use of Paralympic and Olympic Games for LA2028 (Games) vehicles. General traffic will be prohibited from using these dedicated travel lanes. The network is intended to promote "No Venue Parking" at the LA28 – part of a "Transit First" objective for LA28. Caltrans is the named lead agency for the "GRN/Traffic Management Games" Mobility Executive Subcommittee. On April 15, 2025, additional venues for the 2028 Olympics were announced that include two events with ties to Orange County: indoor volleyball at the Honda Center in the City of Anaheim and surfing at Trestles Beach in San Diego County, just south of San Clemente in Orange County. OCTA will continue to coordinate with regional partners and refine transit planning efforts to support access to these venues. The development of the GRN will be based on LA28's finalization of the Games venue plan.	November 2024 - Caltrans presented draft Manual on Uniform Traffic Control Devices (MUTCD) supplement to the California Traffic Control Devices Committee <u>2025–2026</u> - Caltrans to develop final LA28 MUTCD supplement to authorize the use of temporary traffic control devices for the 2028 Games; the supplement will be finalized and submitted to FHWA for approval following review by the California Traffic Control Devices Committee <u>TBD</u> – Final venue plan <u>June 1 – September 1, 2028 -</u> All LA28 GRN traffic control devices will be placed temporarily		Continue monitoring as developments occur. Provide input and service recommendations to ensure alignment with Orange County plans. Provide input regarding potential OCTA-operated connections to the GRN.

California Transportation Commission

	Summary	Key Dates	OCTA Interest	OCTA Role
SB 1121	SB 1121 requires the CTC, in consultation	January 2024 – Interim needs	May inform future	Monitor influence of
(Chapter 508, Statutes	with the California State Transportation	assessment report submitted	discussions on	the report on
of 2022) Report	Agency and Caltrans, to prepare a needs	to State Legislature	gasoline tax	discussions related
	assessment of the cost to operate, maintain,		alternatives and other	to funding and state
	and provide for the necessary future growth	Spring & Summer 2024 –	long-term funding	planning priorities.
	of the state and local transportation system	Ongoing stakeholder	mechanisms.	
	for the next ten years. The assessment is	workgroup meetings		
	focused on potential funding gaps resulting	Fall 0004 Data and draft OD		
	from a drop in gasoline tax revenue due to	Fall 2024 – Release draft SB		
	increased electric vehicle adoption.	1121 complete needs		
	CTC is considering alternative funding	assessment and hold public workshop		
	mechanisms to ensure funding for	workshop		
	transportation projects, including:	December 2024 – Adopt Final		
	1. Scenario 1: Do nothing/continue as is	SB 1121 complete		
	2. Scenario 2: Increase existing	transportation needs		
	mechanisms	assessment		
	3. Scenario 3: Phased-in road charge			
	4. Scenario 4: Fully implemented road	January 2025 – Transmit final		
	charge	assessment to State		
		Legislature		
	The CTC has identified that there is a			
	funding need of \$757.5 billion over the next			
	ten years. The most funding is needed for			
	transit (\$351 billion), local road improvements (\$240 billion), and highways			
	(\$101 billion). Thus far, the CTC has			
	captured \$572 billion, leaving a \$216 billion			
	shortfall.			
	Shortian.			1

Southern California Association of Governments (SCAG)

2024 Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS) The 2024 RTP/SCS is a federally required transportation planing document. The 2024 RTP/SCS addresses needs over a 20-plus year planing horizon and is constrained by a reasonably foreseeable revenue forecast. It must also demonstrate air quality conformity and greenhouse gas emission reductions with budgeted levels set by the United States Environmental Protection Agency and California Air Resources Board (CARB). 2021-2022 – Initiate plan development process and establish foundation and frameworks SCS approval impacts funding eligibility and prioritization for several state-controlled sources. Monitor status of CARB's review of the 2024 SCS. Winter 2022 – Fall 2022 – Data collection and policy conformity and greenhouse gas emission reductions with budgeted levels set by the United States Environmental Protection Agency and California Air Resources Board (CARB). Spring 2023 – Outreach and analysis Spring 2023 – Draft plan, transportation conformity discussions Spring 2023 – Draft plan, transportation conformity development; OCTA submitted Spring 2023 – Draft plan, transportation conformity discussions Spring 2023 – Draft plan, transportation conformity decremination, and environmental document release Spring 2023 – OctA submitted Spring 2023 – OctA submitted		Summary	Key Dates	OCTA Interest	OCTA Role
Sustainable Communities Strategy (RTP/SCS)document. The 2024 RTP/SCS addresses needs over a 20-plus year planning horizon and is constrained by a reasonably foreseeable revenue forecast. It must also demonstrate air quality conformity and greenhouse gas emission reductions with budgeted levels set by the United States Environmental Protection Agency and California Air Resources Board (CARB).establish foundation and frameworkseligibility and prioritization for several state-controlled sources.the 2024 SCS.Winter 2023 – Data review of SCAG's suco operating cost methodology. SCAG's auto operating cost methodology. with CARB to resolve the matter.CARB is currently conducting a technical review of SCAG's auto operating cost methodology. SCAG remains confident in its approach and continues to engage in discussions with CARB to resolve the matter.Spring 2023 – Draft plan, transportation conformity determination, and environmental document releaseFall 2023 – Draft plan, transportation conformit	2024 Regional	The 2024 RTP/SCS is a federally	<u>2021-2022</u> – Initiate plan	SCS approval	Monitor status of
Communities Strategy (RTP/SCS)addresses needs over a 20-plus year planning horizon and is constrained by a reasonably foreseeable revenue forecast. It must also demonstrate air quality conformity and greenhouse gas emission reductions with budgeted levels set by the United States Environmental Protection Agency and California Air Resources Board (CARB).frameworksprioritization for several state-controlled sources.CARB is currently conducting a technical review of SCAG's auto operating cost methodology. SCAG remains confident in its approach and continues to engage in discussions with CARB to resolve the matter.Spring 2022 - Fall 2022 - Data collection and policy development; OCTA submitted projects consistent with 2022 Long-Range Transportation PlanMinter 2023 - Outreach and analysisSpring 2023 - Draft plan policy discussions with CARB to resolve the matter.Spring 2023 - Draft plan, transportation conformity determination, and environmental document releaseSpring 2023 - Draft plan, transportation conformity determination, and environmental document release					CARB's review of
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and continues to engage in discussions with CARB to resolve the matter.					
with CARB to resolve the matter. transportation conformity determination, and environmental document release			<u>Fall 2023</u> – Draft plan,		
document release			transportation conformity		
			determination, and environmental		
January 2023 OCTA submitted			document release		
January 2023 OCTA submitted					
			January 2023 – OCTA submitted		
comment letter on the draft 2024					
RTP/SCS			RTP/SCS		
April 2024 Adaption of the final			April 2024 Adaption of the first		
April 2024 – Adoption of the final					
2024 RTP/SCS by SCAG			2024 RTP/303 DY 30AG		
Underway – CARB conducting			Underway – CARB conducting		
analysis of SCS					

Los Angeles County Metropolitan Transportation Authority (LA Metro)

	Summary	Key Dates	OCTA Interest	OCTA Role
LA28	 The Greater Los Angeles Årea is preparing for LA28. This will include coordination between OCTA, LA Metro, and other planning agencies in the area. Projects are anticipated to also prepare the region for the FIFA World Cup in 2026 and Super Bowl in 2027. LA Metro is the lead agency named for six Games Mobility Executive Subcommittees: Games Enhanced Transit Service (GETS)/Zero-Emission Bus Program Mobility Hubs Countywide Bus-Only Lanes Key Stations/LRT Improvements Wayfinding Heat Resilience Orange County has been selected to host volleyball at the Anaheim Honda Center and surfing at Trestles Beach in the City of San Clemente. LA Metro has stated that they are focusing on high value, low-cost projects in the Mobility Concept Plan like bus lanes, key station improvements, systemwide wayfinding, and signage. 	December 2020 – LA Metro Board of Directors approved Mobility Concept PlanApril 2022 – Mobility Concept Plan presented to stakeholdersDecember 2023 – Mobility Concept Plan and projects list approved by LA Metro Board of DirectorsOctober 2024 – Meeting of Ad Hoc 2028 Olympic & Paralympic Games CommitteeFebruary 2025 - Meeting of Ad Hoc 2028 Olympic & Paralympic Games CommitteeMay 2025 – Next meeting of Ad Hoc 2028 Olympic & Paralympic Games Committee	To ensure Orange County is included in LA28 regional mobility planning efforts and to support a safe, efficient, and coordinated transportation network throughout the County.	Coordinate with LA Metro and the City of Los Angeles as preparations begin for LA28. Monitor development of financing/ funding strategy and potential implementation of program of projects.

LA Metro (cont.)

	Summary	Key Dates	OCTA Interest	OCTA Role
LA28 Mobility Hubs	 LA Metro is planning on implementing several types of mobility hubs in preparation for the 2028 Olympics: Venue stations (i.e., expo/University of Southern California) LA Metro stations with parking infrastructure (i.e., Chatsworth) Games temporary hub (i.e., park-andrides) Mobility hub goals will shift across time frames, as listed below: Short term - modal change Medium - support Games Long - build upon ongoing efforts that Los Angeles Department of Transportation have undertaken Five transit mobility hubs have been funded: Chatsworth North Hollywood El Monte Expo/Crenshaw Willow LA Metro will also consider other venue cities to implement mobility hubs. 	N/A	Opportunity to support connectivity between Orange County and Olympic venue cities through planned mobility hubs, and to monitor mobility hubs as active case studies for future application.	Continue monitoring for coordination needs.

LA Metro (cont.)

LA Metro (cont.)

	Summary	Key Dates	OCTA Interest	OCTA Role
Southeast Gateway Line	In January 2022, the LA Metro Board of Directors approved Los Angeles Union Station as the northern terminus and the 14.5-mile route from Slauson/A (Blue) Line to Pioneer Boulevard in the City of Artesia as the locally preferred alternative for the initial segment between the City of Artesia and downtown Los Angeles. The new light rail transit line will connect downtown Los Angeles to southeastern Los Angeles County, which could provide potential for a future extension into Orange County along the Pacific Electric	January 2022Selection of a locally preferred alternative and project terminusJanuary 2024Project renamed from West Santa Ana Branch Transit Corridor to Southeast Gateway LineApril 2024LA Metro Board of Directors certified Final EIRSummer 2024FTA issued EIR determination2035Forecasted opening	May provide opportunities for future connections into Orange County, or connections with OCTA bus service.	Monitoring.
GETS	Right-of-Way.GETS is LA Metro's enhanced bus service plan that seeks to provide additional public transit capacity during the Games, focusing on areas with limited rail coverage.LA Metro requires around 3,000 buses, as well as additional coach operators and mechanics, to support spectators and the workforce during peak Games operations. OCTA has committed to providing approximately 20 buses.	<u>Underway</u> – Route planning	Opportunity to support connectivity between Orange County and Olympic venue cities through additional bus service.	Coordinate with LA Metro to ensure transit demand during the Games.

ATTACHMENT B



Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair

January 12, 2024

Draft Connect SoCal Plan Comments Attn: Connect SoCal Team Southern California Association of Governments 900 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90017

Dear Ms. Jepson:

California Air Resources Board (CARB) staff appreciate the opportunity to review and engage with the Southern California Association of Governments (SCAG) staff on its draft 2024 Regional Transportation Plan / Sustainable Communities Strategy (Draft 2024 RTP/SCS). This work is more important than ever. CARB's second *Senate Bill 150 progress report* shows that as of 2019, California as a whole and the SCAG region are not on track to meet the greenhouse gas (GHG) emission reductions expected under Senate Bill (SB) 375 and that vehicle miles traveled is increasing. Governor Newsom signed Executive Order N-19-19 to redouble the State's efforts to reduce GHG emissions, explicitly focusing on lowering vehicle miles traveled. To achieve the State's climate mandates, California needs significant and immediate changes to how we plan, fund, and build our communities and transportation systems.

The SCS plays a critical role in supporting the State's climate efforts, as well as in accomplishing its objectives to create a stronger economy, healthier environment, and improved quality of life. We appreciate SCAG's work on regional strategies for reducing vehicle miles traveled and associated GHG emissions in its geographically, economically, and socially diverse region. The Draft 2024 RTP/SCS outlines these goals and benefits as well as the proposed strategies for getting there. It is helpful to CARB staff and supports public transparency that Chapter 2 includes a discussion of progress made since the last plan and that Chapter 3 includes a table outlining which strategies support quantified GHG emission reductions under SB 375 and clearly identifies SCAG's role and other responsible parties. CARB staff also appreciate the inclusion and discussion of equity and the historical inequities and harm to overburdened communities in the region, as well as the discussion of future challenges and uncertainties. The use of visuals, data, and maps to communicate information in the plan is also effective.

In reviewing the Draft 2024 RTP/SCS, CARB staff looked to identify preliminary concerns and where additional information would be needed to conduct its final SCS GHG evaluation under SB 375, with a focus on whether the plan includes supporting actions and/or investments to implement the strategies. CARB's final SCS evaluation will focus on assessing whether GHG emission reductions are reasonably supported by the plan, as outlined in the *Final Sustainable Communities Strategy Program and Evaluation Guidelines* (SCS Evaluation Guidelines).

Southern California Association of Governments Connect SoCal Team January 12, 2024 Page 2

Although this letter is focused on policy analyses, it is important to note that CARB's evaluation of the final RTP/SCS is predicated on the technical accuracy of GHG emissions quantification. Early in the SCS development process, SB 375 requires MPOs such as SCAG to submit a technical methodology to CARB.¹ The MPO and CARB staff are then intended to work together until CARB staff conclude that the calculations and quantifications provided would yield accurate estimates of GHG emission reductions. As detailed in a separate letter provided to SCAG staff on January 12, 2024, CARB staff continue to have significant outstanding concerns about the technical methodology.

It is critical that CARB staff and SCAG staff continue working together to reach agreement on SCAG's technical methodology as soon as possible to avoid the risk of quantification issues arising in SCAG's final RTP/SCS. Issues with quantifications that leave CARB staff unable to accept SCAG's determination as to whether its SCS meets GHG emission reduction targets could lead to the need for SCS revisions and further board approvals, the requirement to develop an Alternative Planning Strategy under California Government Code §65080 (b) (2) (H), and/or ineligibility for certain State transportation funds.

Policy analyses of GHG emission reduction strategies

As outlined in the SCS Evaluation Guidelines, CARB's policy analyses evaluates whether the RTP/SCS strategies and commitments support the stated GHG emission reductions, and whether there are any risks to not achieving those strategies. As part of this, CARB staff assess whether there are supportive key actions (e.g., investments and whether the region is making plan adjustments and evaluating potential risks to achieving the land use and transportation goals, as necessary, to meet the targets) for the RTP/SCS strategies. In the final 2024 RTP/SCS submittal, if CARB cannot evaluate that the region is on track to achieve the GHG emission reduction target with either demonstrated progress on implementing the strategies and/or clear commitments to actions to get on track, then CARB may not be able to accept SCAG's final GHG emission reduction quantification and determination.

Below are CARB staff's concerns about the GHG emission reduction strategies as discussed in the Draft 2024 RTP/SCS and the additional information needed to evaluate the SCS GHG emissions quantification upon final submittal to CARB. Please address these comments and make the following information available to CARB in the final 2024 RTP/SCS or technical appendices to support our final evaluation.

• **Congestion pricing**: The Draft 2024 RTP/SCS includes a strategy to support implementation of congestion pricing programs as part of the Local Road Charge Program, but it is not clear how this will be achieved and to what extent it will happen by 2035. In CARB's final SCS evaluation, CARB staff will be looking for commitments to specific actions outlined with timelines, key milestones, and investments necessary

¹ Government Code § 65080(b)(2)(J)(i)

Southern California Association of Governments Connect SoCal Team January 12, 2024 Page 3

to support the implementation of this strategy by 2035 to be identified in the RTP/SCS or technical appendices. This is especially important because CARB staff are concerned that not enough progress has been made towards implementing this strategy since the last plan to fully support the GHG emission reductions being quantified because of the strategy.

- **Mileage-based user fee**: The Draft 2024 RTP/SCS includes a strategy to support the transition to a mileage-based user fee to replace state and federal gas taxes. However, it is CARB staff's understanding from the revised draft technical methodology that this is also a GHG emission reduction strategy, indicating that this pricing strategy would be implemented in a way that helps to reduce vehicle miles traveled and not only replace the gas tax. This should be clarified in the final 2024 RTP/SCS. In CARB's final SCS evaluation, CARB staff will be looking for commitments to specific actions outlined with timelines, key milestones, and investments necessary to support the implementation of this strategy by 2035 to be identified in the RTP/SCS or technical appendices. This is especially important because CARB staff are concerned that not enough progress has been made towards implementing this strategy since the last plan to fully support the GHG emission reductions being quantified because of the strategy.
- Job center parking strategy, parking deregulation, and co-working strategies: The revised draft technical methodology outlines a GHG reduction strategy to increase the parking price in job centers throughout the region, a strategy to support eliminating parking minimums in areas within a half-mile of high-guality transit, and a strategy to support the strategic development of co-working spaces in the region for long-distance commuters in certain industries. However, CARB staff could not locate any supporting strategies, actions, or specific investments to support these three strategies in the Draft 2024 RTP/SCS. As noted earlier, CARB staff's final determination relies on an analysis of policy commitments in the RTP/SCS. CARB staff will need to see evidence that these strategies are supported with key actions in the 2024 RTP/SCS. Additionally, CARB staff will be looking for recent investments or significant actions, beyond planning studies, that demonstrate that these individual strategies are moving forward since the last plan. CARB staff are concerned that not enough progress has been made towards implementing these strategies since the last plan to fully support the GHG emission reductions being quantified for these three strategies.
- Infill development, increased density near transit, and shorter trips through land use strategies: These complementary strategies are outlined in the revised draft technical methodology and have a clear nexus to the goals, strategies, and outcomes highlighted in the Draft 2024 RTP/SCS. The draft plan and the technical appendices include information about how the forecasted development pattern was developed

and where growth is expected to occur. CARB staff need a better understanding of growth assumed in the different priority development area (PDA) types because one of the PDA types is "Spheres of Influence", which does not support the infill development strategy the same way that growth in the other PDA types do. A summary of housing, employment, and population growth by PDA type and by PDA type by jurisdiction will assist with CARB staff's final evaluation. For the final evaluation of the SCS, CARB staff will also need to see additional information summarizing growth by place type that is not currently available in the Draft 2024 RTP/SCS or the technical appendices. Per CARB's SCS Evaluation Guidelines, please provide a summary of housing, employment, and population growth by place type or other sub-regional geography.

- **2035 data and assumptions**: The Draft 2024 RTP/SCS describes the existing conditions and the vision for the future in 2050 using data, maps, and performance measures. When the final 2024 RTP/SCS is submitted to CARB for evaluation, CARB staff will need much of this information for the 2035 SCS target year, in addition to the base year and plan horizon year of 2050, to complete our policy analyses. For transparency, please consider publishing this information for 2035 in the final 2024 RTP/SCS, a subsequent appendix, or a technical memo.
- **Regional Housing Needs Assessment (RHNA)**: Senate Bill 375 requires that the SCS, among other things, "identify areas within the region sufficient to house an eight-year projection of the regional housing need for the region pursuant to Section 65584." This is referring to the RHNA. Although no RHNA is being developed with the 2024 RTP/SCS, the plan must accommodate the most recent (sixth cycle) RHNA, that was adopted by SCAG's Regional Council in 2021. In round numbers, SCAG's sixth cycle RHNA is to plan for 1.34 million housing units by 2029. The Draft 2024 RTP/SCS forecasts 1.6 million new housing units to be built by 2050.

The Draft 2024 RTP/SCS only provides the total housing unit estimate for the region by 2050. It does not include housing unit projections by any other geography, such as county, or for any other year than 2050. CARB staff need to understand the differences between the amount of housing assumed to be built by 2050 in the 2024 RTP/SCS and the units being planned by 2029 to satisfy the current RHNA at a finer level than regionally. Please provide the housing units projected in the final 2024 RTP/SCS for 2035 and 2050 compared to the RHNA at a jurisdiction level for the entire region. If the final 2024 RTP/SCS includes housing unit projections for 2029 or 2030, that information would also be useful since SCAG's sixth cycle RHNA plans through October 2029.

• **Revenues:** The Draft 2024 RTP/SCS has a revenue forecast of \$750.1 billion for years 2025 to 2050. Most of the plan relies on core revenues, which are existing transportation funding sources projected to 2050. Approximately 22% of the total

revenue forecasted, or \$162.2 billion, is assumed to be from "new reasonably" available revenue sources." A large percentage of the revenues projected from "new reasonably available" sources is from pricing - primarily mileage-based user fee pricing, congestion pricing, increases in parking pricing at major job centers, and additional toll revenue from planned express lanes. However, the timing for these pricing revenues, and for all the new revenue sources forecasted, is unclear. CARB staff are concerned about this because several of the GHG emission reduction strategies rely on these new revenues for implementation prior to 2035, per the revised draft technical methodology. Also, these pricing strategies are themselves included as GHG emission reduction strategies. It is not clear how these pricing strategies will be implemented early enough to not only see the GHG emission reductions from pricing, but also see enough revenue from pricing or other new revenues to implement the other GHG emission reduction strategies by 2035. Given the concerns noted above on the pricing strategies, if SCAG revises the timing or implementation of these strategies in the final plan, please also revise the final plan to demonstrate that the pricing revenues will be available by the dates they are needed for each strategy relying on these funds, as appropriate. Please also show alternative revenue sources for the implementation of the impacted strategies, as needed.

Conclusion

The comments in this letter represent initial concerns and questions that are critical to address prior to CARB staff's final SCS review and determination. CARB staff look forward to continuing our collaboration with SCAG staff and are committed to working together to address these requests so that we are achieving the climate goals we are all working towards. CARB's final evaluation and ultimate decision to accept or reject SCAG's determination that the 2024 RTP/SCS achieves the GHG emission reduction target for 2035 will reflect a full review of the 2024 RTP/SCS and is not limited by these comments, concerns, or requests. Upon receiving the final SCS submittal, CARB staff will conduct a thorough review following the SCS Evaluation Guidelines.

Finally, please note that SCAG's 2035 GHG emission reduction target is 19%. The current SCS Evaluation Guidelines allow MPOs to round up if necessary to reach their targets. CARB staff will be re-evaluating this policy in coming years as part of discussions with the MPOs and the public. CARB staff advise SCAG to ensure the 2024 RTP/SCS plans to achieve the full target and not assume that rounding will be allowed in the future. If you have any questions, please contact me at (279) 208-7841 or *lezlie.kimura@arb.ca.gov*.

Sincerely,

Lezlie Kimura Szeto

Lezlie Kimura Szeto, Manager, Sustainable Communities Policy & Planning Section

ATTACHMENT C



Metropolitan Transportation Commission San Diego Association of Governments Southern California Association of Governments Sacramento Area Council of Governments

September 20, 2024

Dr. Steve Cliff Chief Executive Officer California Air Resources Board Sacramento, CA 95814

Re: Pause Current SB 375 Targets and SCS Guidelines to Allow a Holistic Review of SB 375 Framework

Dear Dr. Cliff:

The state's four largest Metropolitan Planning Organizations (MPOs) request the opportunity to partner with the California Air Resources Board (CARB), California Transportation Commission (CTC), Caltrans, and the Department of Housing and Community Development (HCD) to holistically review the SB 375 Framework to improve how state and regional agencies collaborate to deliver multiple housing, climate, and transportation goals.

SB 375 Provides A Foundation from Which the State Can Move Forward

At the outset, we note that SB 375 has changed regional transportation planning for the better. With each new iteration of the SCS, we have seen better integration of land use, housing, and transportation policies, supporting better climate and quality of life outcomes for our residents. Importantly, the public has become more involved in the development of these plans, resulting in projects that are more responsive to our communities' needs. This progress should be used as a foundation for further improvements in the state and regional planning framework.

But The Time Is Right to Holistically Revisit the SB 375 Planning Framework

A lot has changed since SB 375's adoption in 2008. The state has accelerated transportation electrification through Advancing Clean Cars II so that almost one in four new cars sold is zero emission. Under SB 743, vehicle miles traveled has replaced level-of-service as a critical success metric for transportation projects large and small. The state has also adopted substantial legislative changes to address a state housing crisis. In addition, the global pandemic fundamentally altered travel patterns and land use preferences – creating headwinds that were unforeseen when the law was designed or when targets were last set by the CARB Board.

Thanks to state programs to support affordable housing and sustainable communities, active transportation, and transit improvements, as well as the Regional Early Action Planning (REAP) program, partial funding is available to support critical housing and transportation needs needed



to achieve our ambitious goals. But as the SB 150 report acknowledged, funding and staffing for implementation remains far short of what is needed to fully implement these regional plans. A restructured planning process can shift the focus toward implementation and thereby deliver faster and more effective results.

Request to Conduct a Holistic Review of the SB 375 Framework

We request that CARB, CTC, Caltrans, and HCD work with MPOs to comprehensively evaluate the SB 375 framework. This effort will require us to engage in a deep and effective dialogue about the best way to achieve the suite of state and regional housing, climate, and transportationrelated objectives, including the reductions of GHG emissions. As part of this request, we ask that CARB pause the current SCS guidelines and SB 375 targets to allow for a robust and collaborative conversation about the best path forward in the coming months.

To demonstrate our commitment to this concept, this letter represents the collective submission of comments by the undersigned MPOs for both the proposed amendments to the SCS guidelines (comments requested by CARB by August 30th) and the request for information related to the target setting (preliminary data questionnaire requested by CARB by October 30th). The time is right to develop more robust implementation solutions that will fit state, regional, and local objectives. Thank you for your consideration.

Sincerely,

Andrew Fremier Executive Director Metropolitan Transportation Commission

Mario Orso Chief Executive Officer San Diego Association of Governments

Kome Ajise Executive Director Southern California Association of Governments

James Corless Executive Director Sacramento Area Council of Governments

- CC: Tomiquia Moss, Secretary, California Business, Consumer Services, and Housing
 - Toks Omishakin, Secretary, California State Transportation Agency
 - Sam Assefa, Director, Office of Planning & Research / Land Use & Climate Innovation
 - Tony Tavares, Director, California Department of Transportation
 - Tanisha Taylor, Executive Director, California Transportation Commission
 - Gustavo Velasquez, Director, California Department of Housing & Community Development

ATTACHMENT D



Gavin Newsom, Governor Yana Garcia, CalEPA Secretary Liane M. Randolph, Chair

October 23, 2024

Andrew Fremier Executive Director Metropolitan Transportation Commission Bay Area Metro Center 375 Beale Street, Suite 800 San Francisco, California 94105-2066 *afremier@bayareametro.gov*

Kome Ajise Executive Director Southern California Association of Governments 900 Wilshire Boulevard, Suite 1700 Los Angeles, California 90017 *ajise@scag.ca.gov*

Mario Orso Chief Executive Officer San Diego Association of Governments 401 B Street, Suite 800 San Diego, California 92101 *mario.orso@sandag.org*

James Corless Executive Director Sacramento Area Council of Governments 1415 L Street, Suite 300 Sacramento, California 95814 *jcorless@sacog.org*

Dear Executive Directors Fremier, Ajise, and Corless, and Chief Executive Officer Orso:

Thank you for your letter dated September 20, 2024, regarding the desire to holistically review the SB 375 framework. CARB agrees that SB 375 is an important foundation for planning and envisioning a future that better supports our climate goals and community needs, and we appreciate your agencies' ongoing work and collaboration with our team to help make it a success. We agree that it is of crucial importance to ensure that the strategies identified in the plans developed under SB 375 are implemented.

CARB was recently invited to participate in a dialogue between State agencies and regional metropolitan planning organizations. Our understanding is that this effort is intended to facilitate and further the dialogue you have proposed. We are committed to participating and would welcome your participation in this effort. In addition to the workgroup, we would

Executive Directors Fremier, Ajise, and Corless, and Chief Executive Officer Orso October 23, 2024 Page 2

be happy to meet with any of your organizations or consider any data or recommendations that you may wish to provide for the target update or evaluation guidelines.

In your letter, you requested that CARB pause our current processes to update the regional greenhouse gas reduction targets and the Sustainable Communities Strategies Program and Evaluation Guidelines to allow time for such dialogue to occur. CARB values MPO input and has been inviting MPO input on the guidelines and target-setting processes since late 2023. Given the statutory requirements for target setting and the need to update the Evaluation Guidelines in time for the fifth round of sustainable communities strategies, we cannot commit to pausing the process. CARB must continue advancing our analytical staff work, support an inclusive public dialogue, and conduct an environmental review on these topics.

There is still time to shape the process, however, and we welcome any input your agencies may have. If there is a specific recommendation on how to best solicit your input, please share as we greatly value your input. Additionally, we commit to considering any input or concepts developed during the aforementioned dialogue as we undertake our work.

We look forward to continuing dialogue with your agencies about all of these important topics and doing so at a pace that will allow us to meet the requirements established by law. Thank you again for your letter. If you have any questions or would like to discuss this further, please do not hesitate to contact me or Dr. *Jennifer Gress*, Chief of CARB's Sustainable Transportation and Communities Division.

Sincerely,

Steven S. Cliff, Ph.D., Executive Officer, California Air Resources Board

cc: Chanell Fletcher, Deputy Executive Officer - Equity, Communities & Environmental Justice, CARB *chanell.fletcher@arb.ca.gov*

Jennifer Gress, Ph.D., Chief, Sustainable Transportation and Communities Division, CARB *Jennifer.Gress@arb.ca.gov*



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017 T: (213) 236- 1800 www.scag.ca.gov

2028 Games Mobility Program Development Framework

In July and August of 2028, Los Angeles will host the Olympic and Paralympic Games—its third time hosting the Olympic Games and its first hosting the Paralympic Games. Both the 1932 Olympics and the 1984 Olympics have left a legacy for the everyday life of people in Los Angeles: the vendors along Olvera Street in downtown Los Angeles make use of structures originally used for the 1932 Olympic Village and the 1984 Olympics formed a foundation for sports, parks, and play for youth in the city. With a more complex and populous region hosting a larger and more complex event, the 2028 Olympic and Paralympic Games, or 2028 Games, represent a challenge for the region's transportation system, which must facilitate travel for the region's 19 million residents while also serving demand for goods within the region and across the nation. More than a third of the nation's containerized goods enter and exit through the Southern California ports and the region. Conditions will be further constrained with thousands of athletes and visitors traveling to the region for a compressed amount of time. At the same time, the impacts and benefits of the 2028 Games may be spread unevenly across the region, with disproportionate burdens placed on communities, some of whom will live, work, and do business at the sites where the Games events take place.

With the extensive regional coordination across the public, private, and nonprofit sectors required to meet this challenge, the 2028 Games present an opportunity to imagine a new legacy for the transportation system in Southern California. In a visionary call to action, Mayor Karen Bass of Los Angeles has called for the 2028 Games to be "transit-first." By 2028 Los Angeles Metro looks to double the trips made by methods other than driving alone, and its Mobility Concept Plan identifies the strategies and the project priorities to create long-lasting benefits and more equitable mobility. SCAG joins the city and LA Metro in the one-team approach championed by the Mobility Concept Plan. Turning this vision into action will require multiple, integrated strategies in infrastructure, programs, policies, and culture change. In this spirit, the 2028 Games can create a new legacy for regional planning.

The 2028 Games Program Development Framework establishes an overarching goal, objectives, and guiding principles to direct staff work in support of the 2028 Games and outlines a preliminary set of Strategies and Projects to be further refined with the Regional Council and through the Policy Committees. The effort to shape this new legacy will accelerate progress on the key pillars of the regional plan and vision for Southern California, Connect SoCal, which include mobility, communities, environment, and economy.

PROGRAM GOAL

Southern California will showcase our thriving communities, support local businesses, and invest in the transportation improvements, programs, and policies necessary to leave a lasting legacy in our region.



This aspirational goal of the Games Mobility Program is grounded in Connect SoCal 2024 and its pillars of mobility, communities, environment, and economy (<u>p. 85</u>). By increasing mobility, access, and connectivity, a regional transportation network can support thriving communities and expanded economic opportunity.

The objectives, guiding principles, and strategies of the program, detailed in the following sections, define the actions SCAG will take to achieve this goal.

OBJECTIVES AND GUIDING PRINCIPLES

The **program objectives** clarify what SCAG's Games Mobility Program aims to achieve for the 2028 Games. They identify the near-term and measurable actions that both serve the 2028 Games and form the foundation for the new legacy for the region. These actions take place in coordination with local agencies. The **guiding principles** are the values that shape the decisions and interactions of the program, setting a consistent approach for internal and external coordination. Together, the guiding principles reflect how the program will achieve its objectives.

OBJECTIVES

- 1. SCAG will provide leadership to align policies and investments that facilitate implementation led by local agencies.
- 2. SCAG will address the short-term high volumes of passenger and freight travel on the region's transportation system by identifying and supporting shifts in demand while facilitating communication and information sharing across the region to ensure a successful Games experience.
- 3. SCAG will support local placemaking and community development opportunities associated with the Games.

GUIDING PRINCIPLES

- 1. Support Connect SoCal implementation.
- 2. Create more access to more choices for transportation (mobility).
- 3. Support opportunities for communities and local businesses to benefit from the Games and its legacy (community).
- 4. Increase the resilience of people, places, and infrastructure (environment).
- 5. Expand access to economic opportunity while mitigating potential negative impacts *(economy)*.
- 6. Leverage new technologies.
- 7. Strengthen existing and explore new regional partnerships.
- 8. Prioritize regional connectivity and geographic representation.

Support Connect SoCal implementation. While the Games is a once in a generation event, the preparations around mobility have consistently been part of SCAG's regional planning, which integrates transportation and land use planning to achieve its sustainability goals. Grounded in a rigorous local input process and direction from SCAG's Regional Council, Connect SoCal guides



the development of programs that meet regional goals and priorities. It is a cornerstone for the mobility legacy of the Games.

Create more access to more choices for transportation. The decision of how and when to travel, whether a driver in a single occupancy vehicle, a freight company transporting goods, or a local business making or receiving delivery, is not a choice made in isolation; rather, it is supported or unsupported by their transportation and land use environment. SCAG will support infrastructure improvements, policies, and programs that expand choice and connect people to the transportation network. Part of this guiding principle is the ability to choose not to travel far, where individuals have increased access to key destinations within their community. Placemaking and activations, important for culture and community building for people, will serve as mode shift strategies.

Increase the resilience of people, places, and infrastructure. The 2028 Games represents a foreseen shock for the region, with this program serving as a resilience planning effort. The Games will also take place during other potential shocks and stressors: heat waves, wildfires, earthquakes, and other sudden and acute events that may compromise immediate safety and well-being. As detailed in Connect SoCal 2024, "When planning for community resilience, it is vital to adopt a comprehensive approach that acknowledges the interdependence of built, social, economic, and natural systems." (p. 36) SCAG will endeavor to support partners as they plan and prepare for potential issues.

Expand access to economic opportunity while mitigating potential negative impacts. The 2028 Games will attract attention, investment, and political will. In the dynamism of this unique moment, SCAG and its partners should feel compelled to pursue new and creative efforts to expand economic opportunity for residents and businesses. As noted in the introduction to this framework, the benefits and burdens of the 2028 Games may be spread unevenly across the region, exacerbating existing disparities.

Leverage new technologies. Southern California has been at the forefront of emerging technologies that expand the way people and goods are moved through the region. Shared e-scooters, e-bikes, autonomous vehicles, and delivery robots represent some new additions to the region's transportation network. This Program should explore opportunities to pilot or incentivize these and other technologies that have the potential to scale and become permanent. The Guiding Principles for Emerging Technology, published in the Connect SoCal 2024 Mobility Technical Report, should serve as a guide. In addition, SCAG's Last Mile Freight Program commercial deployments of clean technologies with industry partners should be leveraged where possible.

Strengthen existing and explore new regional partnerships. SCAG's work depends on collaboration of local jurisdictions, county transportation commissions, and the private and nonprofit sectors, and it serves as an important liaison with state and federal agencies. Mobility during the 2028 Games requires a comprehensive approach, and SCAG's role should be to bring stakeholders together to meet that challenge. SCAG will focus on bridging new collaborations and strengthening existing ones, and amplifying the strategies that arise from those partnerships.



Prioritize regional connectivity and geographic representation. SCAG encompasses 191 cities across 6 counties, and its 2028 Games program goal will be carried out by each of these jurisdictions across urban, suburban, and rural settings. The Games will extend beyond the event venues and beyond Los Angeles County. As such, SCAG will ensure broad representation of the region in its work.

LEADERSHIP

The Regional Council is a forum for discussion on policy and local priorities and sets the direction for regional policies and programs. Staff will organize regular updates covering the full scope of the Games to facilitate information sharing and coordination across the region to expand impact at the local level. SCAG Policy Committees will consider and provide more focused input on key challenges and opportunities related to the Games and SCAG's work efforts.

- Transportation Committee. TC will discuss the mobility challenges of the region presented by the Games and mobility strategies planned to address the anticipated local impacts.
- Community, Economic and Human Development. CEHD will seek to understand economic impacts of the Games and explore alignment with the Inclusive Economic Growth Strategy.
- Energy and Environment Committee. EEC will explore resilience strategies advanced by the Games and partners and explore alignment with SCAG's resilience efforts.

Staff will appropriately engage the Executive/Administrative Committee, Regional Council, and each of the Policy Committees throughout the life of the program with action items and information items.

STRATEGIES AND PROJECTS

The strategies define what the program will carry out and will inform how SCAG will define and measure success. As the program evolves, these strategies can also help guide staff to determine how to onboard new work or to phase out existing work.

1. REGIONAL CONVENING AND INFORMATION SHARING -- Convene partners at a regional level to advance projects that support the program goal.

To support this strategy, SCAG will both lead and participate in regional meetings to provide updates and information. SCAG may also explore new partnerships to leverage its resources and extend its impact.

Within this **regional convening and information sharing** strategy, staff will track the convenings led and participated in and the number of partners engaged. The following two (2) SCAG projects will support this strategy.

Games Mobility Executives (GME) Collaboration. Along with other agencies of the region, SCAG is a member of the GME. SCAG and its fellow GME partners participate in several subcommittees that focus on different workstreams related to mobility needs during the games. SCAG participates



in the Principals Meeting and other workstreams, including First/Last Mile, Mobility Hubs, Wayfinding, and Communication. SCAG leads the TDM workstream and as a part of this work and to engage more partners, SCAG staff will be convening a series of TDM Forums (both for passenger and freight TDM). SCAG intends to engage public and private sector stakeholders across the SCAG region to facilitate participation in the development of more TDM implementation plans and strategies.

Toolbox Tuesday. This ongoing program offers virtual professional training sessions to local government staff and other stakeholders in support SCAG's strategic goal to produce innovative solutions that improve the quality of life for people in Southern California. Elected officials, local planners, community organizers, students, and community members can gain practical skills and knowledge on current planning issues. Toolbox Tuesday will provide an opportunity for staff to present topics related to the 2028 Games and serve as a venue for external professionals to bring national and international approaches to Southern California.

2. REGIONAL PLANNING -- Lead regional planning efforts to support a 2028 Games for all of Southern California, including an approach to TDM.

SCAG's regional planning will focus on passenger and freight TDM to increase the efficiency of the region's transportation system. Activities aim to fill gaps needed to realize a "transit-first" Games, reducing vehicle miles traveled (VMT), ensuring minimal disruptions to business/logistics operations, and motivating enduring mode shifts. SCAG's regional TDM planning will be integrated into communication efforts to ensure consistent and efficient messaging, in coordination with regional partners.

Within this **regional planning** strategy, staff will track the incentives identified and deployed, the number of partners engaged, and shifts in travel behavior. SCAG will lead the following two (2) projects:

2028 Games TDM Initiation Plan and Implementation. Building upon SCAG's 2019 TDM Strategic Plan, this project will create a TDM Implementation Plan, Implementation Roadmap, and Toolbox to identify effective ways to address mega-events. This work will be supported by the implementation of pilot and permanent projects, as well as potentially developing and sustaining transportation management associations and organizations (TMA/TMO). SCAG will work with LA Metro to explore alignments with its TDM Strategic Plan. A comprehensive communications strategy will ensure SCAG connects information and critical updates with public and private partners.

2028 Games Freight TDM Implementation. SCAG will develop a first-of-class Freight TDM Strategy and Implementation Plan to support the anticipated operational impacts associated with the 2028 Games. SCAG will identify opportunities for pilot activities that incentivize more efficient goods movement, including off-peak delivery, micro-distribution consolidation, and others. This strategic approach will serve as a legacy framework to inform pilot projects in advance of full-scale deployment. SCAG will work with industry partners, local jurisdictions, the ports, LA Metro, and other partners in the development of its strategy, and ongoing engagement will facilitate sharing of



information, including event related impacts to critical routes so that businesses can make appropriate operational decisions.

3. TECHNICAL ASSISTANCE -- Fund implementation of pilot and permanent projects.

SCAG's technical assistance practice provides funding, administrative capacity, and technical expertise to implementing agencies to carry out projects that both meet local priorities and support regional goals. For Los Angeles County, SCAG will account for the project and program priorities of the Los Angeles Metro Mobility Concept Plan. SCAG's pilot and permanent projects will allow for implementation in time for the 2028 Games and will provide motivation for the region to advance more long-term adoption.

Within this strategy, staff will track the number of projects funded, the total funding distributed, as well as successful interventions. SCAG will lead the following four (4) projects.

TDM Pilot and Permanent Projects. Drawing recommendations from the TDM Initiation Plan and Implementation Roadmap, SCAG will identify public and private partners for pilot and permanent project implementation. Projects may include mobility hubs, first/last mile connections, wayfinding signage and digital tools, incentive programs, marketing campaigns, etc.

Freight TDM Pilot and Permanent Projects. For goods movement, SCAG will identify public and private partners for pilot and permanent project implementation, including off-peak operations, zero-emissions fleet conversion, and last-mile delivery solutions.

Quick-Build Transportation Safety Projects. Quick-builds allow for rapid changes to streets without the need to excavate or pour concrete or asphalt, using low-cost materials like paint, bollards, and signs to create new configurations to existing street space. SCAG will provide funding and technical assistance to projects selected through a competitive call for application and through a partnership with LADOT.

Community Hub Toolkit and Call for Projects. SCAG will engage local stakeholders to support the development of community hubs for the 2028 Games, facilitating community-led efforts to reduce vehicular trips. This concept allows SCAG and its local partners to reimagine street space as a community space, increasing access in place.

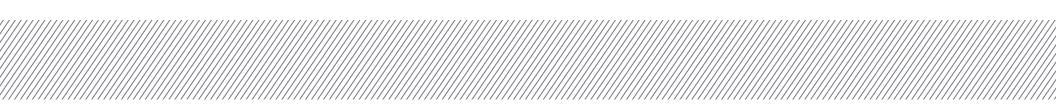
4. FUNDING AND ADVOCACY – Bring in and administer funding and resources.

SCAG has extensive experience administering federal and state grants, including fiscal and programmatic oversight over government, private, and nonprofit contractors. Activities include procurement, contract development and management, subawards to jurisdictions, and financial tracking. Existing funding sources include Safe Streets and Roads for All (SS4A), the Carbon Reduction Program (CRP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Surface Transportation Block Grant (STBG), and the California Active Transportation Program (ATP). In particular, the federal fiscal year 2026-2027 and federal fiscal year 2027-2028 STBG and CMAQ Call for Project Nominations, serves as a critical opportunity for partners to seek



funding to deliver projects and programs in support of the 2028 Games. SCAG recognizes the importance of the timing of this Call and will continue to encourage partners to apply.

Together with GME partners, SCAG will also advocate for policies and streamlined processes to expedite delivery of projects that support the Games, including those from the LA Metro Mobility Concept Plan. SCAG is currently exploring ways to work with Caltrans and the federal agencies on piloting expedited obligation processes for federal funds in support of 2028 Games projects/programs. When seeking additional funding sources, SCAG will evaluate the feasibility of obligating, programming, and expending funds so that projects are in place for the 2028 Games.

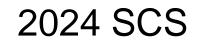


Regional Planning Update



Overview

This update focuses on:



SB 375 Reform Efforts

SCAG's role in 2028 Games planning

SCS – Sustainable Communities Strategy SB 375 - Chapter 728, Statutes of 2008 SCAG - Southern California Association of Governments 2028 Games - 2028 Olympic and Paralympic Games

2

SCAG's 2024 SCS

•Approved SCS required to access key state transportation funding

 SCAG required to submit an SCS to CARB for approval every four years, per SB 375

CARB raised concerns, primarily over auto operating cost assumptions

 Concerns initially communicated in a January 12, 2024, letter from CARB on the draft 2024 SCS

SCAG has been working with CARB to receive a final determination

• SCAG submitted a final set of supplemental materials to CARB supporting the SCS assumptions in March 2025

CARB - California Air Resources Board

SB 375 Reform

•SCAG and other major MPOs requested reform of SB 375

• September 2024 letter sent to CARB

CARB expressed support for dialogue on SB 375 reform

October 2024 response letter issued by CARB

MPOs and RTPAs collaborating on shared SB 375 reform principles

MPO - Metropolitan Planning Organization RTPA - Regional Transportation Planning Agency

SCAG's Role in 2028 Olympic Games Planning

•Volleyball at the Honda Center in Anaheim and surfing at Trestles Beach in northern San Diego County, Just south of San Clemente in Orange County

• April 15, 2025, update to 2028 Games venues

SCAG designated as lead agency for Transportation Demand Management by Games Mobility Executives

- Drafted 2028 Games Mobility Program Development Framework
- Hosting stakeholder engagement forums

OCTA developing a Draft Service Plan for the 2028 Games

• Preliminary findings to be shared at a future OCTA Board of Directors meeting

Next Steps

Continue monitoring and engaging in:



SB 375 reform efforts

2028 Games planning coordination

6



May 7, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.



May 8, 2025

ee

From:

Darrell E. Johnson, Chief Executive Officer Subject: Amendment to Agreement for Mobile Ticketing Services

Overview

On May 11, 2020, the Board of Directors approved an agreement with Siemens Mobility, Inc. (formerly Bytemark, Inc.) to develop, host, license, and maintain a mobile ticketing application for the Orange County Transportation Authority's OC Bus service. The agreement includes a five-year initial term and two, two-year option terms. Staff is requesting Board of Directors' approval to exercise the first option term to continue providing mobile ticketing services. The initial contract term will expire on June 30, 2025, and an amendment is needed to exercise the first option term for service continuity.

Recommendation

Chief Authorize the Executive Officer to negotiate execute and Amendment No. 4 to Agreement No. C-0-2067 between the Orange County Transportation Authority and Siemens Mobility, Inc. in the amount of \$207,621, to exercise the first option term for licensing, maintenance, and commission fees of the mobile ticketing application effective through June 30, 2027. This will increase the maximum cumulative payment obligation to a total contract value of \$1,333,049.

Background

Agreement No. C-0-2067 was executed with Bytemark, Inc. on June 30, 2020. On August 1, 2023, Siemens Mobility, Inc. assumed all contractual obligations following a corporate merger. Since implementation, the mobile ticketing platform has supported multilingual functionality, college pass distribution, and validator integration. Amendments have included license fee reductions, Vietnamese language support, loyalty platform application programming interfaces integration, and increased commission authority. Mobile ticketing fare revenue represents 16 percent of total fare revenue collected and remains an important payment method for mobile fare users, including students in the College Pass Program.

Discussion

The proposed amendment exercises the first two-year option term for licensing, maintenance, and commission costs for the mobile application and ensures uninterrupted service and a seamless transition to the new Rider Validation System (RVS). The RVS is anticipated to launch in late 2025 and will introduce new fare media, including the Wave Card, an enhanced mobile application, and support the use of credit/debit card payments. In order to facilitate a smooth transition between the existing mobile application is needed. While sales of new fare media will cease on the current platform following the RVS launch, backend support will remain available to honor previously purchased passes throughout the transition. Staff will decommission the existing application once customers are fully transitioned to the new application, which is planned for spring 2026. Once riders are fully transitioned to the new application and the existing application is decommissioned, OCTA will no longer pay any fees associated with the existing application.

Procurement Approach

The original procurement was handled in accordance with OCTA's Board of Directors (Board)-approved policies and procedures for professional and technical services. On May 11, 2020, the Board approved the award of the agreement with Siemens Mobility, Inc. to develop, host, license, and maintain a mobile ticketing application. The original agreement was awarded on a competitive basis and includes a five-year initial term in the amount of \$1,101,058 and two, two-year option terms. The agreement has been previously amended as described in Attachment A.

The proposed Amendment No. 4 is to exercise the first option term of the agreement through June 30, 2027, consistent with the rates negotiated in the original agreement. Amending this agreement will increase the maximum cumulative payment obligation by \$207,621 to continue providing mobile ticketing services, bringing the total contract value to \$1,333,049.

Fiscal Impact

Funding for this amendment is included in OCTA's Fiscal Year 2024-25 Budget, Finance and Administration Division, account nos. 1261-9028-D3131-THK and 1288-7669-D3131-THK.

Amendment to Agreement for Mobile Ticketing Services

Summary

Staff requests Board of Directors' approval for the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement C-0-2067 with Siemens Mobility, Inc, in the amount of \$207,621, for hosting, licensing, maintenance, and commission services providing the Orange County Transportation Authority the ability to administer mobile ticketing passes through the OC Bus Mobile Ticketing application, bringing the total contract amount to \$1,333,049.

Attachment

 A. Siemens Mobility, Inc. (Formerly Bytemark, Inc.) Agreement No. C-0-2067 Fact Sheet

Prepared by:

Isaac Herrera Section Manager II, Revenue and Grants Administration 714-560-5870

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

Approved by:

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

Siemens Mobility, Inc. (Formerly Bytemark, Inc.) Agreement No. C-0-2067 Fact Sheet

- 1. May 11, 2020, Agreement No. C-0-2067, \$1,101,058, approved by the Board of Directors (Board).
 - Agreement to develop, host, license, and maintain a mobile ticketing application.
 - Five-year initial term effective through June 30, 2025, with two, two-year option terms.
- 2. July 6, 2022, Amendment No. 1 to Agreement No. C-0-2067, (\$85,000), approved by Contracts Administration and Materials Management Department (CAMM).
 - Reduced the license and maintenance fees for year one and year two in the amount of \$90,000.
 - Added Vietnamese language to application at an increase of \$5,000.
- 3. June 30, 2023, Amendment No. 2 to Agreement No. C-0-2067, \$17,370, approved by CAMM.
 - Amendment to amend the scope of work to allow integration with Brandmovers for the distribution of tickets and passes to rider accounts within the OC Bus mobile application.
- 4. August 1, 2023, Assignment & Assumption Agreement, \$0, approved by CAMM.
 - Siemens Mobility, Inc. assumed all contractual obligations following a corporate merger.
- 5. January 23, 2025, Amendment No. 3 to Agreement No. C-0-2067, \$92,000, approved by CAMM.
 - Amendment for ongoing commission payment obligations.
- 6. May 12, 2025, Amendment No. 4 to Agreement No. C-0-2067, \$207,621, pending approval by the Board.
 - Exercise the first option term of the agreement and effective July 1, 2025 through June 30, 2027.

Total committed to Siemens Mobility, Inc., Agreement No. C-0-2067: \$1,333,049.



COMMITTEE TRANSMITTAL

May 12, 2025

To: Andrea West, Clerk of the Board Members of the Board of Directors

From:

Subject: Cooperative Agreement with the California Department of Transportation for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue

Regional Transportation Planning Committee Meeting of May 5, 2025

- Present: Directors Federico, Foley, Harper, Klopfenstein, Stephens, and Tavoularis
- Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4067 between the Orange County Transportation Authority and the California Department of Transportation, in an amount of \$267,725,000, comprised of a construction capital share of \$223,000,000, and a construction management services share of \$44,725,000, for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue.



May 5, 2025

- To: Regional Transportation Planning Committee
- *From:* Darrell E. Johnson, Chief Executive Officer
- **Subject:** Cooperative Agreement with the California Department of Transportation for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue

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Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation for construction capital and construction management support services for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue, which is Segment 1 of the Interstate 5 Improvement Project between Interstate 405 and State Route 55.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4067 between the Orange County Transportation Authority and the California Department of Transportation, in an amount of \$267,725,000, comprised of a construction capital share of \$223,000,000, and a construction management services share of \$44,725,000, for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue.

Discussion

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the Interstate 5 (I-5) Improvement Project between the Interstate 405 (I-405) and Yale Avenue (Project). The Project is Project B 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 2024.

Final design for the Project is nearing completion in two segments with the following project limits:

- Segment 1 extends from I-405 to Yale Avenue
- Segment 2 extends from Yale Avenue to State Route 55

Segment 1 will add one general purpose lane in both directions on the Project. The Project will re-establish existing auxiliary lanes, provide new auxiliary lanes where necessary, provide continuous access to the high-occupancy vehicle lanes and improve the existing on- and off-ramps. The Project will also provide new bicycle lane striping and pavement markings along Alton Parkway, Jeffrey Road, and Sand Canyon Avenue. Separately, Caltrans has developed the plans, specifications, and estimates (PS&E) for a multi-asset project (MAP) within the same project limits, which includes pavement rehabilitation, safety device upgrades, census stations, a weigh-in-motion facility, additional signage, and electrical conduit replacements. The MAP scope is funded by the State Highway Operation and Protection Program (SHOPP), and the 100 percent design plans have been combined with the Segment 1 plans with all improvements to be advertised in one construction bid package. This will ensure efficient construction of all improvements and will minimize disruption to the traveling public, construction fatigue, potential construction conflicts, and redundant work.

On June 8, 2020, the Board authorized Cooperative Agreement No. C-0-2317 with Caltrans to provide oversight of the PS&E, and to advertise and award the construction contract for the Project. On August 8, 2022, the Board authorized Cooperative Agreement No. C-2-2592 with Caltrans to be the implementing agency for project right-of-way acquisition and utility relocation activities.

OCTA and Caltrans are proposing to enter into Cooperative Agreement No. C-5-4067 to define the specific roles and funding responsibilities for each agency to provide the construction capital and construction management support services for Segment 1, between I-405 and Yale Avenue.

Bid documents for Segment 1 are being prepared for the construction contract, which is expected to be advertised by late 2025. The total construction capital funding required for Segment 1 is \$223,000,000, comprised of \$38,957,200 in federal Surface Transportation Block Grant (STBG) funds, \$80,718,000 in State Transportation Improvement Program (STIP) funds, \$31,273,400 in Caltrans SHOPP funds, and \$72,051,400 in M2 funds. The total construction support funding for the Project is \$44,725,000, comprised of \$4,042,800 in STBG funds, \$14,620,000 in STIP funds, \$5,126,600 in SHOPP funds, and \$20,935,600 in M2 funds.

Cooperative Agreement with the California Department of Page 3 Transportation for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue

As the implementing agency for construction of the Project, Caltrans will be responsible for advertisement, award, approval, and administration of the construction contract. Under the proposed cooperative agreement, Caltrans and OCTA have agreed to share in the construction management support services for the Project.

Caltrans, as the construction phase implementing agency, will provide the resident engineer and structures representative, and minimal other field personnel, along with construction administrative support and environmental and paleontology monitoring for the Project, at an estimated cost of \$23,789,400. Caltrans will draw down the federal STBG funds and state SHOPP and STIP funds directly. OCTA will retain a consultant firm to augment Caltrans' field staff with structural and roadway inspection, surveying, office engineering, materials testing, and claims support services. OCTA's consultant will also provide a field office to house construction staff on the Project. The total estimated cost of OCTA consultant construction support is \$20,935,600 in M2 funds. Through a separate contract, OCTA will lead the public outreach efforts.

Fiscal Impact

The Project will be included in OCTA's Fiscal Year (FY) 2025-26 Budget and subsequent FY budgets, Capital Programs Division, account nos. 0017-9084-FB102-1OC and 0017-9085-FB102-1OC and will be funded with a combination of state, federal, and local funds.

Cooperative Agreement with the California Department of Page 4 Transportation for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue

Summary

Staff requests Board approval for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4067 between OCTA and Caltrans, in the amount of \$267,725,000, comprised of a construction capital share of \$223,000,000 and a construction management services share of \$44,725,000, for the Project.

Attachment

None.

Prepared by:

Josue Vaglienty, P.E. Sr. Project Manager (714) 560-5852

Approved by:

Justic

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



COMMITTEE TRANSMITTAL

May 12, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Third Quarter Fiscal Year 2024 25 Capital Action Plan and Performance Metrics

Executive Committee Meeting of May 5, 2025

Present: Chair Chaffee, Vice Chair Federico, Directors Hennessey, Klopfenstein, and Tam Nguyen Absent: Director Wagner

Committee Vote

No action was taken on this item.

Staff Recommendation(s)

Receive and file as an information item.



May 5, 2025

To:

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From: Darrell E. Johnson, Chief Executive Officer

Executive Committee

Subject: Third Quarter Fiscal Year 2024-25 Capital Action Plan and Performance Metrics

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of January 2025 through March 2025, for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery, which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) delivers highway, transit, rail, and facility projects from the beginning of the environmental approval phase through construction completion. Project delivery milestones are planned carefully with consideration of project scope, costs, schedule, and assessment of risks. The milestones reflected in the Capital Action Plan (CAP) are OCTA's planned and budgeted major project delivery commitments.

This report provides the second quarter progress report on the CAP performance metrics, which are a snapshot of the planned CAP project delivery milestones in fiscal year (FY) 2024-25.

Discussion

OCTA's 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 project status and any new projects (Attachment A). The CAP is categorized into four key project groupings

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 2 Performance Metrics

of freeway, railroad grade separation, and rail and station projects. Project delivery schedule milestones are used as performance indicators of progress in meeting commitments. The CAP performance metrics report provides a snapshot of delivery milestones planned for delivery in the FY and provides transparency and a performance measurement for capital project delivery.

The CAP project costs represent the total cost across all phases of project delivery, including support costs, 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 delivery progresses and milestones achieved. Projects identified in the Orange County local transportation sales tax Measure M2 (M2) are identified with the corresponding M2 project logo. The CAP status update is also summarized in the M2 Quarterly Progress Report.

The CAP consolidates 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 Construction	The date a construction contract is advertised for construction bids.
Award Contract	The date the construction contract is awarded.
Construction Complete	The date all construction work is complete and the project is open to public use.

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 3 Performance Metrics

These delivery milestones reflect progression across the project delivery phases shown below.



Project schedules reflect planned baseline 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 a partnering agency or the consultant preparing or working on the specific phase of a project. Planned milestone dates can be revised to reflect new dates from approved baseline schedule changes. Baseline schedule changes are typically made when transitioning to a new project delivery phase, or when significant change is identified during a phase of project delivery. Project schedules are reviewed monthly, and milestone achievements and updated forecast dates are included to reflect project delivery status.

The following CAP milestones were completed in the third quarter of FY 2024-25:

- The complete design milestone was achieved for the State Route 91 (SR-91) Improvement Project between La Palma Avenue and State Route 55 (SR-55). The SR-91 Improvement Project between SR-55 and State Route 57 (SR-57), Segment 2, is being delivered through three separate construction contracts.
- The award contract milestone was achieved for the SR-91 Improvement Project between SR-55 and Lakeview Avenue. This is Segment 1, the easternmost of the three segments. Construction is currently planned to be completed in mid-2028.

The following CAP milestones missed the planned delivery through the third quarter of FY 2024-25:

Freeway Projects

• The complete design milestone for the SR-91 to State Route 241 Express Connector project is delayed. The final design is being prepared by the Transportation Corridor Agencies (TCA) and final review and approvals are underway by the California Department of Transportation (Caltrans).

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 4 Performance Metrics

- The construction ready milestone for the northbound SR-57 Improvement Project between Orangewood Avenue and Katella Avenue was missed due to a final ROW acquisition and processing delays. The milestone is targeted for completion in April 2025.
- The construction ready milestone for the Interstate 5 (I-5) Improvement Project between Yale Avenue to SR-55 was missed due to final ROW acquisition and processing delays. This milestone is now targeted for completion in May 2025.
- The award contract milestone was missed for the Interstate 605 (I-605) Katella Avenue Interchange Improvement Project. Construction bids were received and opened on January 23, 2025. However, the contract was awarded on April 3, 2025. Construction is targeted to be completed in mid-2027.
- The complete construction milestone was missed for Segment 1 of the I-5 Improvement Project between State Route 73 (SR-73) and Alicia Parkway. All lanes are open for use and the final punch list and cleanup is underway with anticipated completion in May 2025. This is the southerly segment of three segments of the I-5 Improvement Project between Interstate 405 (I-405) and SR-73.
- The complete construction milestone was missed for Segment 3 of the I-5 Improvement Project between Alicia Parkway and El Toro Road. All lanes are open for use and the final punch list and cleanup is underway with anticipated completion now targeted just outside the current FY in July 2025. This is the northerly segment of three segments of the I-5 Improvement Project between I-405 and SR-73.

Recap of FY 2024-25 Performance Metrics Through the Third Quarter

The performance metrics snapshot provided at the beginning of FY 2024-25 reflected 17 planned major project delivery milestones to be accomplished through the third quarter (Attachment B). Twelve planned milestones were delivered through the third quarter of the current FY. Three of the five missed milestones were completed just outside of the reporting period and will be shown as achieved in the fourth quarter.

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 5 Performance Metrics

Third Quarter CAP Milestone and Cost Variance Updates

I-5, Alicia Parkway to El Toro Road

The complete construction milestone forecast was revised from June 2025 to July 2025 based on construction progress to date.

I-5, SR-73 to El Toro Road Landscaping

The forecast award contract and complete construction milestones were adjusted based on Caltrans' reported progress.

I-5, Yale Avenue to SR-55

The forecast construction ready, advertise construction, award contract, and complete construction milestones were adjusted to account for the new forecast construction ready date.

SR-91, SR-55 to Lakeview Avenue (Segment 1)

The forecast complete construction date was revised based on an adjusted forecast construction schedule.

SR-91 Eastbound Corridor Operations Project

The forecast complete environmental milestone was adjusted based on reported progress on the environmental clearance from the Riverside County Transportation Commission progress report.

SR-91 to State Route 241 Express Connector

The remaining forecast schedule was adjusted based on TCA's reported progress.

I-605/Katella Avenue Interchange

The forecast award contract and complete construction milestones were revised to account for the anticipated award schedule.

OC Streetcar

The forecast overall cost and construction complete milestone was revised to reflect the OC Streetcar funding and schedule update approved by the Board of Directors on February 24, 2025.

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 6 Performance Metrics

Transit Security and Operations Center

The forecast complete construction date was revised to match the current awarded contract construction schedule.

FY 2024-25 Cost and Performance Metrics Risks

Project final engineers' estimates and bid pricing continue to escalate higher than planned.

The Caltrans California Price Index for selected highway construction items for the first quarter of calendar year 2025 stands at 210.72, up 69.40 points (+49.10 percent) from the fourth quarter of 2024 index of 141.33. The index for the last 12 months (April 1, 2024 through March 31, 2025) is 159.38, up 0.67 points (+0.40 percent) from the fourth quarter of 2024 year-to-date index of 158.70.

Staff will continue to assess unit pricing data from other construction bids in the region and make needed adjustments to forecast costs to account for escalation of material and labor costs.

Summary

Capital project delivery continues to progress and is reflected in the CAP. Through the third quarter of FY 2024-25, 70.58 percent of the planned CAP milestones were delivered. Forecast schedules and costs have been updated for the FY 2024-25 performance metrics, which will be used as a general quarterly project delivery performance indicator in FY 2024-25. Staff will continue to manage project costs and schedules across all project phases to meet project delivery commitments and report quarterly.

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Page 7 Performance Metrics

Attachments

- A. Capital Action Plan, Status Through March 2025
- B. Capital Programs Division, Fiscal Year 2024-25 Performance Metrics Through March 2025

Prepared by:

SA

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

Status Through March 2025

Updated: April 8, 2025

Capital Projects	Cost Baseline/Forecast					edule orecast			
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Constructio
Freeway Projects:									
I-5, Pico to San Diego County Line	TBD	Feb-21	Apr-24	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Feb-21	Jul-26	TBD	TBD	TBD	TBD	TBD	TBD
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	\$83.6	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	\$75.3	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	\$74.3	Jun-09	Oct-11	Jun-11	Jan-13	Apr-13	Aug-13	Dec-13	Jul-18
I-5, I-5/Ortega Highway Interchange	\$90.9	Sep-05	Jun-09	Jan-09	Nov-11	Mar-12	Jun-12	Aug-12	Sep-15
Project D	\$79.8	Sep-05	Jun-09	Jan-09	Dec-11	Apr-12	Jun-12	Aug-12	Jan-16
I-5, I-5/Ortega Highway 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	Apr-25
Project C & D	\$229.4	Oct-11	May-14	Mar-15	Aug-18	May-19	Aug-19	Dec-19	Apr-25
I-5, Oso Parkway to Alicia Parkway	\$196.2	Sep-11	Jun-14	Nov-14	Jun-17	Dec-17	Feb-18	Jun-18	Nov-23
Project C & D	\$230.3	Oct-11	May-14	Nov-14	Dec-17	Jun-18	Nov-18	Mar-19	Dec-24
I-5, Alicia Parkway to El Toro Road	\$133.6	Sep-11	Jun-14	Mar-15	Jun-18	Dec-18	Jan-19	May-19	Oct-24
Project C	\$227.3	Oct-11	May-14	Mar-15	May-19	Apr-20	May-20	Sep-20	Jul-25
I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project C	\$12.4	N/A	N/A	Mar-23	Oct-24	Dec-24	Mar-25	May-25	Feb-27
I-5, I-5/EI Toro Road Interchange	TBD	Apr-17	Apr-26	TBD	TBD	TBD	TBD	TBD	TBD
Project D	TBD	Apr-17	Feb-27	TBD	TBD	TBD	TBD	TBD	TBD
I-5, I-405 to Yale Avenue	\$280.6	May-14	Aug-18	Oct-21	May-24	May-25	Dec-25	Feb-26	Sep-29
Project B	\$388.1	May-14	Jan-20	Oct-21	Nov-24	May-25	Jul-25	Nov-25	Jun-29
I-5, Yale Avenue to SR-55	\$238.3	May-14	Aug-18	May-21	Feb-25	Aug-25	Nov-25	Mar-26	Sep-29
Project B	\$327.9	May-14	Jan-20	May-21	Aug-24	May-25	Sep-25	Jan-26	Nov-29
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	\$38.9	Jun-11	Apr-15	Jun-15	Jun-17	Dec-17	Mar-18	Nov-18	Jan-21
SR-55, I-405 to I-5	\$410.9	Feb-11	Nov-13	Sep-17	Apr-20	Dec-20	Apr-21	May-22	Feb-27
Project F	\$505.7	May-11	Aug-17	Sep-17	Apr-20	Sep-21	Dec-21	May-22	Feb-27

Status Through March 2025

Updated: April 8, 2025

Capital Projects	Cost Baseline/Forecast					edule orecast			
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
SR-55, I-5 to SR-91	\$131.3	Dec-16	Jan-20	Aug-22	Jul-25	Dec-25	Apr-26	Jul-26	Oct-29
Project F	\$202.1	Dec-16	Mar-20	Aug-22	Dec-25	Sep-26	Jan-27	Apr-27	Jul-30
SR-57 Northbound (NB), Orangewood Avenue to Katella Avenue	\$71.8	Apr-16	Dec-18	Mar-22	Jul-24	Feb-25	Jul-25	Nov-25	Jun-28
Project G	\$135.4	Apr-16	Mar-19	Mar-22	Aug-24	Apr-25	Jun-25	Aug-25	Jun-28
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
SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project G	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	\$80.2	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	May-14
Project G	\$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	\$79.3	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	Sep-14
Project G	\$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)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project G	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	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project G	TBD	Jul-26	Mar-29	TBD	TBD	TBD	TBD	TBD	TBD
SR-91 Westbound (WB), I-5 to SR-57	\$78.1	Jul-07	Apr-10	Oct-09	Feb-12	Jul-12	Aug-12	Nov-12	Apr-16
Project H	\$59.2	Jul-07	Jun-10	Mar-10	Apr-12	Aug-12	Oct-12	Jan-13	Jun-16
SR-91 (WB), I-5 to SR-57 (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project H	N/A	N/A	N/A	Nov-14	Aug-16	Dec-16	Feb-17	Mar-17	Nov-17
SR-91, SR-55 to Lakeview Avenue (Segment 1)	\$108.6	Jan-15	Oct-18	Mar-20	Jan-23	Aug-23	Oct-23	Feb-24	Mar-28
Project I	\$140.7	Jan-15	Jun-20	Mar-20	Mar-23	May-24	Jun-24	Jan-25	Mar-28
SR-91, La Palma Avenue to SR-55 (Segment 2)	\$208.4	Jan-15	Oct-18	Jun-20	Jul-23	Feb-24	Mar-24	Jul-24	Mar-28
Project I	\$380.7	Jan-15	Jun-20	Jun-20	Jan-25	Sep-25	Dec-25	Mar-26	Jul-30
SR-91, Acacia Street to La Palma Ave (Segment 3)	\$147.7	Jan-15	Oct-18	Nov-20	Apr-24	Nov-24	Jan-25	Apr-25	Sep-28
Project I	\$257.5	Jan-15	Jun-20	Nov-20	Oct-24	May-25	Sep-25	Dec-25	Jun-29
SR-91 (WB), Tustin Interchange to SR-55	\$49.9	Jul-08	Jul-11	Jul-11	Mar-13	Jul-13	Aug-13	Oct-13	Jul-16
Project I	\$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	\$128.4	Jul-07	Jul-09	Jun-09	Jan-11	Apr-11	Jun-11	Sep-11	Dec-12
Project J	\$79.7	Jul-07	Apr-09	Apr-09	Aug-10	Dec-10	Feb-11	May-11	Mar-13

Status Through March 2025

Updated: April 8, 2025

Capital Projects	Cost Baseline/Forecast		Schedule Plan/Forecast						
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Constructio
SR-91, SR-55 to SR-241 (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project J	N/A	N/A	N/A	May-12	Feb-13	Apr-13	Jul-13	Oct-13	Feb-15
SR-91 Eastbound (EB), SR-241 to SR-71	\$104.5	Mar-05	Dec-07	Jul-07	Dec-08	Mar-09	May-09	Jul-09	Nov-10
Project J	\$57.8	Mar-05	Dec-07	Jul-07	Dec-08	May-09	Jun-09	Aug-09	Jan-11
SR-91 EB Corridor Operations Project (SR-241 to SR-71)	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project J	TBD	Jun-23	Sep-25	TBD	TBD	TBD	TBD	TBD	TBD
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	Jan-20	Jun-16	May-25	Jun-25	Aug-25	Oct-25	Jan-29
I-405, I-5 to SR-55	TBD	Dec-14	Jul-18	TBD	TBD	TBD	TBD	TBD	TBD
Project L	TBD	Dec-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
I-405, SR-55 to I-605 (Design-Build)	\$2,160.0	Mar-09	Mar-13	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	Feb-24
Project K	\$2,160.0	Mar-09	May-15	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	Feb-24
I-405/SR-22 HOV Connector	\$195.9	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Aug-10	Aug-14
	\$120.8	N/A	N/A	Sep-07	Jun-09	Sep-09	Feb-10	Jun-10	Mar-15
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-605, I-605/Katella Interchange	\$29.0	Aug-16	Nov-18	Dec-20	Mar-23	Jul-23	Nov-23	Feb-24	Nov-25
Project M	\$53.0	Aug-16	Oct-18	Dec-20	Jan-23	Oct-24	Nov-24	Apr-25	Jan-27
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	Jan-16
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	\$126.2	Feb-09	Nov-09	Mar-10	Dec-12	Jul-13	Oct-13	Feb-14	May-18
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	\$99.6	Dec-08	Apr-11	Jul-06	Feb-13	May-13	Sep-13	Feb-14	Mar-18
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	Dec-14
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	Dec-14
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	\$105.9	Jan-01	Sep-09	Feb-09	Oct-11	Apr-12	Sep-12	Jan-13	Oct-16

Status Through March 2025

Updated: April 8, 2025

Capital Projects	Cost Baseline/Forecast					edule orecast			
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
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	\$96.6	Jan-01	Sep-09	Feb-09	Jul-11	Jun-12	Oct-12	Feb-13	Oct-16
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	\$110.7	Jan-01	Sep-09	Feb-09	Jan-13	Apr-13	Sep-13	Nov-13	Jun-17
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	TBD
Transit 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	Dec-11
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	Mar-14
Emergency Track Stabilization at Mile Post 206.8	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project R	\$23.3	N/A	N/A	N/A	N/A	N/A	Sep-22	Oct-22	Aug-23
San Juan Capistrano Passing Siding	\$25.3	Aug-11	Jan-13	Mar-15	May-16	May-16	Aug-16	Dec-16	Feb-21
	\$33.2	Aug-11	Mar-14	Mar-15	Aug-18	Aug-18	Aug-18	Mar-19	Nov-20
OC Streetcar	\$671.4	Aug-09	Mar-12	Feb-16	Sep-17	Oct-17	Dec-17	Aug-18	Mar-26
Project S	\$671.4	Aug-09	Mar-15	Feb-16	Nov-17	Dec-17	Dec-17	Sep-18	Mar-26
Transit Security and Operation Center	N/A	Jun-17	Jun-20	Jun-20	Oct-23	Nov-23	Jan-24	Sep-24	Sep-26
	\$77.8	Jun-17	Jun-20	Jun-20	Mar-24	Mar-24	Mar-24	Sep-24	Apr-27
Placentia Metrolink Station and Parking Structure	\$34.8	Jan-03	May-07	Oct-08	Jan-11	TBD	TBD	TBD	TBD
Project R	\$40.1	Jan-03	May-07	Oct-08	Feb-11	TBD	TBD	TBD	TBD
Orange County Maintenance Facility - ON HOLD	TBD	Apr-20	Apr-22	TBD	TBD	TBD	TBD	TBD	TBD
Project R	TBD	Apr-20	Nov-23	TBD	TBD	TBD	TBD	TBD	TBD
Irvine Station Improvements - ON HOLD	TBD	Jan-22	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Project R	TBD	Jan-22	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Anaheim Canyon Station	\$27.9	Jan-16	Dec-16	Mar-19	May-19	May-19	Jul-19	Nov-19	Jan-23
	\$34.2	Jan-16	Jun-17	Mar-18	Oct-20	Oct-20	Oct-20	Mar-21	Jan-23
Orange Station Parking Expansion	\$33.2	Dec-09	Dec-12	Nov-10	Apr-13	Jul-16	Jul-16	Nov-16	Feb-19
	\$30.9	Dec-09	May-16	Nov-10	Apr-16	Jul-16	Jul-16	Jun-17	Feb-19

Status Through March 2025

Updated: April 8, 2025

Capital Projects	Cost Baseline/Forecast					e dule orecast			
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	N/A	Jan-12	Dec-13	Dec-13	Jun-14	Sep-14	Mar-17
	\$4.2	N/A	N/A	Jan-12	Dec-13	Dec-13	Aug-14	Apr-15	May-19
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)
- I-405 San Diego Freeway (Interstate 405)
- SR-55 Costa Mesa Freeway (State Route 55)
- SR-57 Orange Freeway (State Route 57) SR-91 - Riverside Freeway (State Route 91)
- SR-241 Foothill/Eastern Transportation Corridor (State Route 241)
- SR-71 Corona Expressway (State Route 71)
- I-605 San Gabriel River Freeway (Interstate 605)
- SR-22 Garden Grove Freeway (State Route 22)
- HOV high-occupancy vehicle

Capital Programs Division Fiscal Year 2024-25 Performance Metrics Through March 2025

Begin Environmental									
	FY 25	5 Qtr 1	FY 2	5 Qtr 2	FY 2	5 Qtr 3	FY 2	5 Qtr 4	FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
No "Begin Environmental" milestones scheduled for FY 2024-25									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

Complete Environmental

	FY 25	FY 25 Qtr 1		FY 25 Qtr 2		5 Qtr 3	FY 25 Qtr 4		FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
SR-91 Eastbound Corridor Operations Project (SR-241 to SR-71)							х		
Total Forecast/Actual	0	0	0	0	0	0	1	0	1

	Begin	Design							
	FY 25	5 Qtr 1	FY 25	5 Qtr 2	FY 2	5 Qtr 3	FY 25	5 Qtr 4	FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
No "Begin Design" milestones scheduled for FY 2024-25									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

	Comple	ete Desig	n						
	FY 2	5 Qtr 1	FY 25	5 Qtr 2	FY 25 Qtr 3		FY 2	5 Qtr 4	FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
SR-57 Northbound, Orangewood Avenue to Katella Avenue	х	1							
I-5, Yale Avenue to SR-55	x	\checkmark							
SR-91, Acacia Street to La Palma Avenue (Segment 3)			х	1					
I-5, I-405 to Yale Avenue			х	~					
I-5, SR-73 to El Toro Road (Landscape)				×	х				
SR-91, La Palma Avenue to SR-55 (Segment 2)					х	\checkmark			
91 Express lanes to SR-241 Toll Connector					х				
Total Forecast/Actual	2	2	2	3	3	1	0	0	7

C	onstruc	tion Rea	dy						
	FY 25 Qtr 1 FY 25 Qtr 2 FY				FY 25 Qtr 3 FY 25 Qtr 4			FY 25	
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-605, I-605/Katella Interchange	x								
SR-57 Northbounde, Orangewood Avenue to Katella Avenue					х				
I-5, Yale Avenue to SR-55					х				
I-5, I-405 to Yale Avenue							х		
SR-91, Acacia Street to La Palma Avenue (Segment 3)							х		
91 Express lanes to SR-241 Toll Connector							х		
I-5, SR-73 to El Toro Road (Landscape)				V			х		
Total Forecast/Actual	1	0	0	2	2	0	4	0	7

Capital Programs Division Fiscal Year 2024-25 Performance Metrics Through March 2025

	FY 2	5 Qtr 1	FY 2	5 Qtr 2	FY 2	5 Qtr 3	FY 2	5 Qtr 4	FY 25
Project Description	Fcst	Actual		Actual		Actual	Fcst	Actual	Fcst
I-605, I-605/Katella Interchange			х	~					
Total Forecast/Actual	0	0	1	1	0	0	0	0	1

Award Contract									
	FY 25	5 Qtr 1	FY 25	5 Qtr 2	FY 2	5 Qtr 3	FY 2	5 Qtr 4	FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
Transit Security and Operations Center	х	1							
SR-91, SR-55 to Lakeview Avenue (Segment 1)			Х			1			
I-605, I-605/Katella Interchange					х				
Total Forecast/Actual	1	1	1	0	1	1	0	0	3

Comp	lete	Construction

	FY 25	5 Qtr 1	FY 25	5 Qtr 2	FY 2	5 Qtr 3	FY 2	5 Qtr 4	FY 25
Project Description	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-5, Oso Parkway to Alicia Parkway			х	\					
I-5, SR-73 to Oso Parkway					х				
I-5, Alicia Parkway to El Toro Road					х				
Total Forecast/Actual	0	0	1	1	2	0	0	0	3

Totals 4 3 5 7 8 2 5 0 22

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, right-of-way certified,

all agreements executed, and 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

- SR-91 Riverside Freeway (State Route 91)
- SR-241 Foothill/Eastern Transportation Corridor (State Route 241)
- SR-71 Corona Expressway (State Route 71)
- SR-57 Orange Freeway (State Route 57)
- I-5 Santa Ana Freeway (Interstate 5)
- SR-55 Costa Mesa Freeway (State Route 55)
- I-405 San Diego Freeway (Interstate 405)
- SR-73 San Joaquin Freeway (State Route 73)

ADA - Americans with Disability Act

I-605 - San Gabriel River Freeway (Interstate 605)

X = milestone forecast in quarter

= milestone accomplished in quarter

Third Quarter Fiscal Year 2024-25 Capital Action Plan and Performance Metrics





Major Projects Status



CAPITAL ACTION PLAN PROGRESS

Measure M2 and Other Major Projects

- A I-5 (SR-55 to SR-57)
- B I-5 (I-405 to SR-55)
- C D I-5 (Avenida Pico to San Juan Creek Road)
- C D I-5 (SR-73 to El Toro Road)
- **D** I-5/Ortega Highway Interchange Improvements
- **D** I-5/El Toro Road Interchange Improvements
- E SR-22 Access Improvements
- SR-55 (I-405 to I-5)
- **F** SR-55 (I-5 to SR-91)
- G SR-57 NB (Orangewood Avenue to Katella Avenue)
- **G** SR-57 NB (Katella Avenue to Lincoln Avenue)
- **G** SR-57 NB (Orangethorpe Avenue to Lambert Road)
- **G** SR-57 NB (Lambert Road to County Line)
- (H) SR-91 WB (I-5 to SR-57)
- SR-91 (SR-57 to SR-55)
- **I** SR-91 WB (Tustin Avenue to SR-55)

J SR-91 (SR-55 to SR-71)

- J SR-91 (SR-241 to County Line)*
- K I-405 (SR-73 to I-605)
- L I-405 (I-5 to SR-55)
- I-605/Katella Avenue Interchange Improvements
- N Freeway Service Patrol (not mapped)
- (A-M) Environmental Mitigation Program
 - -1,300 acres of permanent open space -12 restoration projects totaling nearly 350 acres (not mapped)

*Project environmentally reviewed as part of the Riverside County Transportation Commission's Corridor Improvement Project, Additional studies needed prior to construction.

OTHER PROJECTS



- I-5, County Line to Avenida Pico
- SR-91 Express Lanes to SR-241 Toll Connector

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Capital Action Plan (CAP) Metrics Update

- Twelve of 17 major delivery milestones planned through the third quarter fiscal year 2024-25 were achieved
- Competed milestones in the third quarter include
 - Complete design for SR-91 from La Palma Avenue to SR-55
 - Award contract for SR-91 between SR-55 and Lakeview Avenue
- Missed milestones in the third quarter include
 - Complete design for SR-91 to SR-241 Express Connector
 - Construction ready for SR-57 between Orangewood Avenue and Katella Avenue
 - Construction ready for the I-5 between Yale Avenue and SR-55
 - Award contract for I-605 Katella Avenue Interchange
 - Complete construction for I-5 between SR-73 and Alicia Parkway
 - Complete construction for I-5 between Alicia Parkway and El Toro Road

Third Quarter CAP Updates

Forecast Milestones Updated on Nine Projects

- Complete construction on I-5 from Alicia Parkway to El Toro Road shifted one month to July 2025.
- Award contract and complete construction for I-5 from SR-73 to El Toro Road landscaping to reflect California Department of Transportation (Caltrans) delivery schedule.
- Construction ready, advertise construction, award contract, and construction complete for the I-5 Yale Avenue to SR-55 adjusted due to the actual construction ready milestone date.
- Complete construction for SR-91 between SR-55 and Lakeview Avenue adjusted for the actual award contract date.
- Complete environmental for the SR-91 Eastbound Corridor Operations Project between SR-241 and SR-71 adjusted based on Riverside County Transportation Commission complete environmental schedule.
- Complete design, construction ready, advertise construction, award contract, and complete construction for the SR-91 to SR-241 Express Connector was revised based on the Transportation Corridor Agency's delivery schedule.
- Award contract and complete construction for the I-605 Katella Interchange adjusted based on the anticipated award contract schedule.
- Construction complete was adjusted for the OC Streetcar to reflect the February 2025 Board approved funding and schedule update.
- Complete construction for the Transit Security and Operations Center was revised to account for the actual award contract completion.

Forecast Cost Updated on One Project

• Cost for the OC Streetcar was revised to reflect the February 2025 Board of Directors-approved funding and schedule update.

Risks

- Continued higher escalation of cost estimates and bid pricing
- Caltrans California Price Index for selected highway construction items for the first quarter of calendar year 2025 increased significantly
 - Cost increases were recorded in Roadway Excavation, Aggregate Base, Asphalt Concrete Pavement, Portland Cement Concrete (Pavement), Portland Cement Concrete (Structure), Bar Reinforcing Steel, and Structural Steel in the first quarter

Index this quarter	210.72
Point change from last quarter	+69.40
Percentage change from last quarter	+49.10%
Index last 12 months	159.38
Point change from previous report	+0.67
Percentage change from previous report	+0.40%



May 7, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.



May 8, 2025

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To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Contract Change Orders for Construction of the OC Streetcar Project

Overview

On September 24, 2018, the Orange County Transportation Authority Board of Directors authorized Agreement No. C-7-1904 with Walsh Construction Company II, LLC, for construction of the OC Streetcar project. Contract change orders are required for utility conflicts, traffic signal interconnect ethernet switches, and communications system software and licenses for the OC Streetcar project.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 4.5 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$250,000, to address utility conflicts.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 71.3 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$200,000, for traffic signal ethernet switches.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 293 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of \$900,000, for communication systems and train control software updates and license extensions.

Discussion

On September 24, 2018, the Orange County Transportation Authority (OCTA) Board of Directors (Board) awarded the contract to construct the OC Streetcar project (Project) to Walsh Construction Company II, LLC (Walsh). The Notice to Proceed with construction was issued to Walsh on March 4, 2019. The construction of the Project is nearing 95 percent compete. The project alignment is referenced in Attachment A.

Staff is requesting Board authorization of the following contract change orders (CCO).

Utility Conflicts

Utility conflicts were discovered during construction within city streets. The utility conflicts were more complex than anticipated, requiring significant time and effort to excavate and investigate, resulting in either removal or relocation of utilities or redesign of conflicting project elements. The resulting additional construction efforts include demobilization as time is required to address the utility conflicts, field meetings, and remobilization after solutions are determined. As a result, CCO nos. 4, 4.1, 4.2, 4.3, and 4.4 were issued to address utility conflicts. Since the effort to address the numerous utility conflicts was extensive and involved Walsh and its subcontractors, it was difficult to track and document time and materials (T&M) work timely. The construction management team has reviewed T&M work bills and additional supporting information provided by Walsh and recently found merit to those costs. Proposed CCO No. 4.5, in the amount of \$250,000, is required to provide compensation for utility conflicts for the Project.

Traffic Signal Interconnect Ethernet Switches

During development of the operations plan, it was determined that providing traffic signal priority on the route would improve travel time. The City agreed that green lights could be extended by up to 20 seconds to enhance the flow of traffic and add operational improvements to reduce wait time for the streetcar. It was determined after the Project was bid, that for traffic signal priority to function effectively, it was necessary to replace older fiber optic cables and install additional fiber optic connections between traffic signals. This would facilitate the coordination of traffic signal timing along the streetcar route. As a result, CCO nos. 71, 71.1, and 71.2 were issued for the installation and testing of fiber optics connections between traffic signals. Proposed CCO No. 71.3, in the amount of \$200,000, is required to provide compensation to perform additional investigation for a blockage found within an existing traffic signal conduit, and to

procure and install fiber optics ethernet switches hardware required within the traffic control cabinets.

Communications System and Supervisory Control and Data Acquisition (SCADA) System Software

Communications systems include the public announcement audio and passenger information visual displays at all passenger stations, operational telecommunication, closed-circuit televisions, and the network cloud data required for connecting these systems together to support communications for all areas of the Project. The train control SCADA system enables remote monitoring and control of the streetcar system. Software for the communications systems and train control SCADA system are preloaded by the equipment manufacturers and activated at the time of equipment delivery to the Project. Software for the Project's visual displays and the integrated data feeds to the passenger information system are no longer supported by the manufacturer. Based on the updated schedule, software for communications system equipment, and train control SCADA, which was previously purchased, needs to be updated to their current versions, and license subscriptions and warranties need to be extended to allow for system implementation and testing to be consistent with the current project completion date. Proposed CCO No. 293, in the amount of \$900,000, will provide compensation for communication systems and train control SCADA software updates and corresponding license extensions.

The cost of the work associated with these CCOs will be funded from the project budget as previously approved by the Board on February 24, 2025.

Procurement Approach

The initial procurement was handled in accordance with OCTA's Board-approved procedures for public works projects. These procedures, which conform to both federal and state requirements, require that contracts are awarded to the lowest responsive, responsible bidder after a sealed bidding process. On September 24, 2018, the Board authorized Agreement No. C-7-1904 with Walsh, in the amount of \$220,538,649, for construction of the Project.

Proposed CCO nos. 4.5, 71.3, and 293, in the cumulative amount of \$1,350,000, will increase the cumulative value of the contract to \$348,841,289, as shown in Attachment B. Board approval is required for CCO nos. 4.5, 71.3, and 293 pursuant to the State of California Public Contracting Code Section 20142. The CCOs will be issued with a reservation of rights to advance the Project, pending

resolution of disputes between OCTA and Walsh. The statements in this report are made in the context of, and subject to, OCTA's reservation of rights.

Fiscal Impact

Funding for these changes was included in the revised OC Streetcar Federal Transit Administration Full Funding Grant Agreement approved by the Board on February 24, 2025, and is included in OCTA's Fiscal Year 2024-25 Budget and Proposed Fiscal Year 2025-26 Budget, Capital Programs Division, account nos. 0051-TS010-9017-Z42 (CCO No. 4.5), 0051-TS010-9017-Z52 (CCO No. 71.3), and 0051-TS010-9017-Z55 (CCO No. 293) and is funded with Federal Transit Administration Section 5309 New Starts grant funds and local Measure M2 funds.

Summary

Staff recommends the Board authorize the Chief Executive Officer to negotiate and execute CCO No. 4.5, in the amount of \$250,000, for utility conflicts, CCO No. 71.3, in the amount of \$200,000, for traffic signal ethernet switches, and CCO No. 293, in the amount of \$900,000, for communication systems and train control SCADA software updates and license extensions to Agreement No. C-7-1904 between OCTA and Walsh for the construction of the Project.

Contract Change Orders for Construction of the OC Streetcar Page 5 Project

Attachments

- A. Project Alignment
- B. Walsh Construction Company II, LLC, Agreement No. C-7-1904, Contract Change Order (CCO) Log

Prepared by:

ill

Jeff Mills, P.E. Director, Capital Project Delivery (714) 560-5925

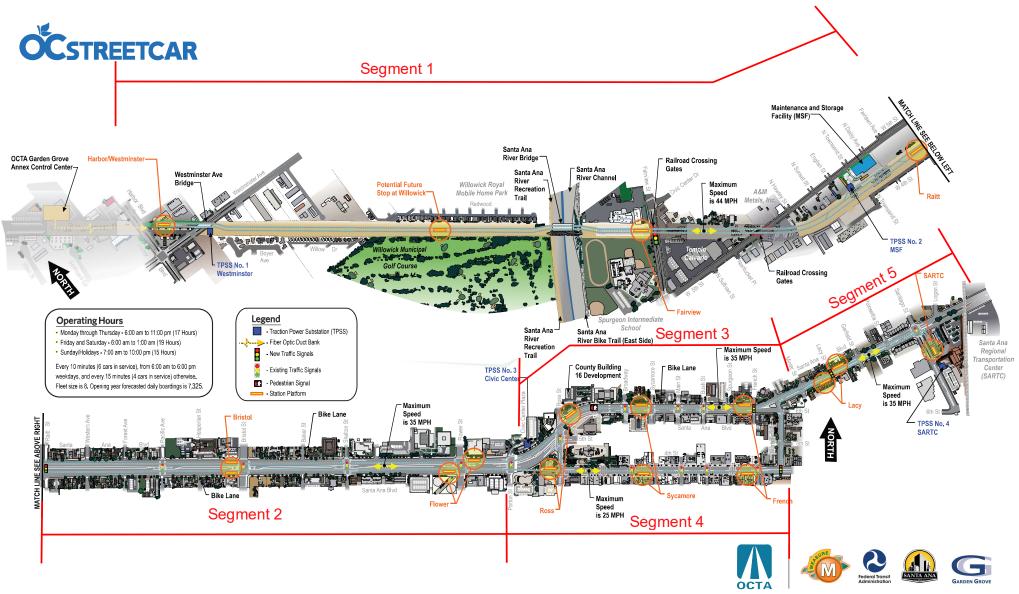
Pia Veesapen Director, Contracts Administration and Materials Management (714) 560-5619 Approved by:

SAL

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

ATTACHMENT A

Project Alignment



05.10.2018 Prepared by HDR, Inc.

Walsh Construction Company II, LLC Agreement No. C-7-1904 Contract Change Order (CCO) Log

CCO No.	Title	Status	Date	Cost
			Executed	
1	Maintenance and Storage Facility (MSF) Removals	Approved	6/20/2019	\$199,749.00
1.1	MSF Removals Additional Funding	Approved	6/25/2019	\$113,884.77
1.2	Time Impact Evaluation (TIE) 01 - Schedule Impacts Associated with Change Directive (CD)-001 and CD-003	Approved	6/17/2020	\$0.00
1.3	Schedule Impacts Associated with TIE 01	Approved	10/17/2022	\$2,100,000.00
2	MSF Removal of Additional Hazardous Materials	Approved	6/25/2019	\$200,000.00
2.1	MSF Removal of Additional Hazardous Materials Additional Funding	Approved	8/15/2019	\$160,000.00
3	Removal and Disposal of Contaminated Materials within the Orange County Transit District (OCTD)-Owned Pacific Electric Right-of-Way (PEROW)	Approved	9/12/2019	\$1,600,000.00
3.1	Removal and Disposal of Contaminated Materials Additional Funding	Approved	2/25/2020	\$7,278,795.00
3.2	Removal and Disposal of Contaminated Materials Additional Funding	Approved	10/18/2021	\$1,100,000.00
3.3	Removal and Disposal of Contaminated Materials Additional Funding	Approved	4/18/2023	\$1,500,000.00
3.4	Removal and Disposal of Contaminated Materials Additional Funding	Pending		\$657,000.00
4	Work Related to Existing Utility Conflicts	Approved	8/27/2019	\$200,000.00
4.1	Work Related to Existing Utility Conflicts Additional Funding	Approved	2/25/2020	\$833,300.00
4.2	Work Related to Existing Utility Conflicts Additional Funding	Approved	6/9/2020	\$2,426,000.00
4.3	Work Related to Existing Utility Conflicts Additional Funding	Approved	6/21/2021	\$2,000,000.00
4.4	Work Related to Existing Utility Conflicts Additional Funding	Approved	11/19/2021	\$3,500,000.00
4.5	Work Related to Existing Utility Conflicts Additional Funding	Pending		\$250,000.00
5	Tree Trimming and Removal	Approved	6/9/2020	\$129,215.52
5.1	Tree Trimming and Removal Additional Funding	Approved	12/29/2023	\$300,000.00
7	Orange County Sanitation District Specifications Revisions	Approved	6/9/2020	\$82,445.00
8	Orange County Flood Control District Maintenance Path Profile Revisions	Approved	6/9/2020	\$6,055.00
9	MSF Vapor Barrier	Approved	12/22/2020	\$395,717.00
10	112 Tram Rail Ultrasonic Testing	Approved	6/10/2020	\$0.00
11	GPS Priority Control System	Approved	6/9/2020	\$40,120.00
12	Santa Ana River Bridge (SARB) Precast Girders	Approved	8/27/2020	\$88,877.00
13	Retaining Wall 544 Reinforcing Steel	Approved	9/3/2020	\$2,321.30
14	Retaining Wall 508	Approved	12/14/2020	\$125,341.00
15	Utility Relocations for Overhead Contact System (OCS) Pole Foundations and Traffic Signal Pole Foundations	Approved	6/17/2020	\$195,723.00
16	OCS and Traffic Signal Pole Foundations Hand Excavation and Survey	Approved	6/23/2020	\$198,808.00
16.1	OCS, Traffic Signal, and Streetlight Foundation Hand Excavation, Layout and Survey Additional Funding	Approved	6/26/2020	\$1,400,000.00
16.2	OCS, Traffic Signal, and Streetlight Foundation Hand Excavation, Layout and Survey Additional Funding	Approved	4/15/2021	\$1,400,000.00
16.3	OCS, Traffic Signal, and Streetlight Foundation Hand Excavation, Layout and Survey Additional Funding	Approved	5/1/2023	\$250,000.00
17	Westminster Bridge OCS Diaphragm	Approved	10/30/2020	\$1,682.00
18	Remove Buried Man-Made Objects	Approved	11/23/2020	\$300,000.00
18.1	Remove Buried Man-Made Objects Additional Funding	Approved	10/25/2021	\$300,000.00
18.2	Remove Buried Man-Made Objects Additional Funding	Approved	5/1/2023	\$600,000.00
19	Removal of Boulders	Approved	11/17/2020	\$160,000.00
20	Removal of Chain Link Fence	Approved	3/9/2021	\$7,316.90
21	Changes to Turnout Geometry	Approved	10/5/2020	\$0.00
22	Railroad Crossing Gate Bells	Approved	10/5/2020	\$0.00
23	SARB, OCS Pole, and OCS Down Guy Diaphragms	Approved	1/19/2021	\$7,419.00
24	OCS Sectionalization – Siemens Portion	Approved	10/5/2020	\$158,941.01
24.1	OCS Sectionalization Additional Funding	Approved	4/27/2021	\$722,253.92
26	Revisions to Station Color Schedule, Glass, and Pylon	Approved	4/19/2021	\$176,419.84
27	Street Lighting	Approved	11/19/2020	\$12,347.91
28	Schedule Impacts Associated with TIE 04 and 07 Schedule Impacts Associated with TIE 07	Approved	12/8/2020 10/17/2022	\$0.00
28.1 28.2	Schedule Impacts Associated with TIE 07	Approved Approved	1/17/2022	<u>\$1,300,000.00</u> \$0.00
28.2	Schedule Impacts Associated with TIE 07	Approved	6/4/2024	\$1,425,000.00
28.5	Revision to MSF, Traction Power Substation (TPSS), and OCS Siemens Portion	Approved	11/19/2020	\$34,216.80
29.1	Revision to MSF, TPSS, and OCS Siemens Portion	Approved	6/22/2023	\$175,730.75
30	SARB Pile, Westminster Bridge, and Demonstration Section Electrical Continuity Testing	Approved	2/1/2021	\$23,928.10
30.1	Electrical Continuity Testing Additional Funding	Approved	3/16/2021	\$320,164.40
31	MSF Building and Southern California Edison (SCE) Design Revisions	Approved	1/17/2022	\$207,367.00
32	Asbestos Survey	Approved	2/1/2021	\$25,000.00
34	OCS Spanwire Modifications	Approved	5/8/2024	\$10,901.00
35	No Sunshade for Variable Message Sign	Approved	12/22/2020	\$0.00
37	Station Platform Power	Approved	5/18/2021	\$58,414.15

CCO No.	Title	Status	Date	Cost
		Oluluo	Executed	0001
39	OCS Revisions Based on Field Walks	Approved	6/17/2021	\$28,088.32
39.1	Additional Revisions to OCS Hardware	Approved	6/26/2023	\$180,709.28
40	MSF Remote Yard Gates	Approved	11/3/2021	\$32,307.66
40.1	MSF Remote Yard Gates	Approved	5/29/2024	\$67,819.03
41	Auxiliary Feeder Pullbox Sizes- Segment 3A	Approved	11/23/2021	\$61,041.24
42	Department Acceptance Testing for Gamma-Gamma Logging of Cast-In-Drilled-Hole	Approved	10/22/2021	\$35,138.00
43	(CIDH) Piles End of Life Communication Equipment	Approved	5/3/2021	\$372,136.38
44	Design of Temporary Traffic Signals Segment 2A - Stages 1 and 2	Approved	4/26/2021	\$41,967.00
44.1	Design of Temporary Traffic Signals Segment 3A	Approved	11/24/2021	\$50,813.00
44.2	Design of Temporary Traffic Signals and Video Detections	Approved	10/4/2022	\$907,220.00
45	Thickened Asphalt Concrete (AC) Pavement	Approved	1/19/2021	\$60,000.00
46	MSF Video Servers from Garden Grove Bus Annex to MSF	Approved	10/13/2021	\$40,267.30
47	Archaeological Security and Data Recovery at MSF	Approved	1/19/2021	\$110,000.00
47.1	Archaeological Security and Data Recovery at MSF Additional Funding	Approved	5/8/2023	\$98,000.00
48	Thickened AC Pavement Retaining Wall 501 Encroachment	Approved Approved	4/27/2021 6/17/2021	\$1,177,362.00 \$181,802.77
<u>49</u> 50	MSF Street and Yard Utility Conflicts	Approved	5/25/2021	\$200,000.00
51	MSF Yard Light Connection Details	Approved	2/17/2023	\$193,803.00
52	Over Excavation of Unsuitable Soils	Approved	6/21/2021	\$209,500.00
52.1	Over Excavation of Unsuitable Soils Additional Funding	Approved	6/21/2021	\$540,000.00
53	SARB Bridge Decking	Approved	6/17/2021	\$9,002.94
54	Revisions to the Traction and Power Substation Site Plan	Approved	5/18/2022	\$1,200,000.00
55	Bid Item 24 - Earthwork Credit	Approved	5/3/2022	(\$659,666.73)
56	Exploratory Potholing Allowance	Approved	4/26/2021	\$200,000.00
56.1 56.2	Exploratory Potholing Allowance Exploratory Potholing Allowance	Approved	9/8/2021 5/8/2023	\$1,100,000.00
56.2	Exploratory Potholing Allowance Vehicle Platform Tolerances	Approved	5/8/2023 12/6/2021	\$500,000.00 \$0.00
50	Direct Fixation Fasteners	Approved Approved	6/7/2021	\$0.00
60	Base Contract Utility Credits	Approved	5/25/2021	(\$1,842,680.00)
61	Loop Relocation and Block Out	Approved	10/25/2021	\$80,000.00
61.1	Train-to-Wayside Communications Loop Installation in Embedded Track	Pending		\$300,000.00
62	Backfill of OCS Foundations	Approved	11/8/2021	\$200,000.00
63	Graffiti Removal	Approved	5/18/2021	\$100,000.00
64	SCE Meter Switchgear Engineering and Submittal Costs	Approved	5/18/2021	\$17,618.00
64.1	SCE Meter Switchgear Additional Funding	Approved	10/13/2021	\$191,950.00
64.2	SCE Meter Switchgear Additional Funding	Approved	1/19/2022	\$669,573.00
65	Additional Environmental Soil Investigation on West Santa Ana Boulevard/ Bristol Street Station Stop (Stage 1)	Approved	5/18/2021	\$9,840.60
66	Ground Penetrating Radar Investigation	Approved	9/1/2021	\$208,000.00
67	City of Garden Grove Driveway Standard Update	Approved	11/24/2021	\$20,637.83
68	Ross Intersection Traffic Signal Conduit Installation	Approved	6/7/2021	\$18,000.00
69	Optical Backbone Network System Redundancy	Approved	2/25/2022	\$520,582.00
71	Traffic Signal Interconnect	Approved	4/12/2022	\$208,000.00
71.1	Traffic Signal Interconnect Additional Funding	Approved	5/31/2022	\$500,000.00
71.2	Traffic Signal Interconnect Additional Funding	Approved Pending	3/4/2025	\$200,000.00
71.3	Traffic Signal Interconnect - Ethernet Switches Cathodic Protection at MSF and Car Wash	Approved	11/30/2023	\$200,000.00 \$292,745.56
77	Pavement Modification at Street Intersections	Approved	12/28/2021	\$292,745.56
77.1	Pavement Modifications Along Embedded Tracks and Grade Crossings	Approved	5/3/2022	\$400,000.00
77.2	Pavement Modifications Along Embedded Tracks and Grade Crossings	Approved	9/22/2023	\$480,000.00
77.3	Pavement Modifications and Restoration Along Embedded Tracks and Grade Crossings	Approved	6/7/2023	\$1,300,000.00
77.4	Pavement Modifications and Restoration Additional Funding	Pending		\$350,000.00
79	MSF Permit Drawings and Revisions	Approved	6/24/2022	\$3,000,000.00
80	Contract Language Modifications Escrow Documents	Approved	4/12/2022	\$0.00
82	Third-Party Utility Work - Southern California Gas: Expose Abandoned Gas Lines	Approved	6/9/2022	\$100,000.00
82.1 83	Third-Party Utility Work - AT&T Additional Storage of Four TPSS Units at Factory	Approved Approved	6/21/2022 6/21/2022	\$108,000.00 \$208,000.00
86	OCS Pole Grounding Conduit Routing at PEROW	Approved	5/24/2022	\$200,000.00
86.1	OCS and Platform Grounding Conduit Additional Funding	Approved	4/18/2023	\$300,000.00
88	Traction Power Sub-Station Grounding Revisions	Approved	6/6/2022	\$209,839.49
89	Equipment and Security Upgrades	Approved	6/22/2022	\$2,200,000.00
89.1	Additional Security Modifications	Pending		\$750,000.00
90	Contract Language Modifications - Electronic Compliance Auditing Tool Disadvantaged Business Enterprise Reporting	Approved	11/17/2022	\$0.00
91	Customer Information Center Enclosure and Component Modifications	Approved	6/20/2022	\$1,650,000.00
91.1	Additional Customer Information Center Enclosure and Component Modifications	Pending		\$1,000,000.00
92	Changes to Platform SCE Meter Pedestals	Approved	6/28/2023	\$208,613.05
93	Wheel Turing Pit Modifications	Approved	2/2/2024	\$318,486.42
94	Traffic Signal Pole Modifications	Approved	6/22/2022	\$800,000.00

CCO No.	Title	Status	Date	Cost
			Executed	
96	Relocate Bumping Posts and Train Signal Cabinet at Harbor Station	Approved	6/22/2022	\$400,000.00
105 108	Modifications to the Track Slab Detail to Clear Utility Conflicts Traffic Signal and Pedestrian Crossing Equipment Modifications	Approved Approved	5/18/2023 9/17/2024	\$3,500,000.00 \$253,851.23
110	Malcom and Spectrum Utility Concurrent Impacts (Claim 09)	Approved	12/30/2021	\$253,651.23
117	Manual Train Control Override	Approved	4/29/2022	\$208,000.00
117.1	Manual Train Control Override Additional Funding	Approved	6/9/2022	\$700,000.00
118	Added Pedestrian Crossing and Updated City Standard Signage	Approved	6/6/2024	\$64,411.79
130	Drainage and Traction Power Underground Conflicts	Approved	10/11/2023	\$138,724.00
133	MSF Western Concrete Masonry Unit Wall Modifications	Approved	1/27/2023	\$208,000.00
139 140	Soundwall #2 CIDH Foundation Adjustments TPSS Additional Rear Doors	Approved Approved	7/24/2023	\$29,570.95
140	Structural Steel Quality Control Inspection and Testing	Approved	9/28/2023 5/31/2022	\$64,275.10 \$350,000.00
146	Train Signal Modifications	Approved	6/14/2022	\$850,000.00
148	Emergency Communication Devices	Approved	2/17/2023	\$195,000.00
150	Fourth Street Extended Work Hours and Public Safety	Approved	9/28/2022	\$500,000.00
150.1	Fourth Street Extended Work Hours and Public Safety Additional Funding	Approved	12/15/2022	\$800,000.00
150.2	Fourth Street Extended Work Hours Additional Funding	Approved	6/18/2024	\$250,000.00
157	Traffic Control Allowance Extension (Bid Item 33)	Approved	2/6/2023	\$208,000.00
157.1 158	Traffic Control Allowance Extension (Bid Item 33) Station Canopy Glass Price Escalation	Approved Approved	9/21/2023 10/17/2022	\$300,000.00 \$72,607.09
150	Contract Language Modification - Article 9 - Notices	Approved	11/17/2022	\$72,607.09
164	Station Platform, Parking Lot, and Sasscer Park Lights	Approved	5/18/2023	\$300,000.00
169	Traffic Signal Systems Spare Equipment for City of Santa Ana	Approved	3/28/2025	\$56,626.20
170	Station Spare Parts	Approved	1/2/2025	\$518,592.05
173	Buried OCS Pole Grounding	Approved	8/22/2024	\$209,500.00
173.1 177	Buried OCS Pole Grounding Traffic Signal Plan Revisions: Utilizing Different Anchor Bolt Patterns	Approved Approved	8/27/2024 1/27/2023	\$123,643.00
177.1	Traffic Signal Pole Revisions Additional Funding	Pending	1/2//2023	\$208,000.00 \$100,000.00
178	Station Standby Lighting	Approved	12/16/2024	\$127,795.00
182	Homeless Security and Cleanup	Approved	2/16/2023	\$208,000.00
183	Track Switch Indication Lights	Approved	2/28/2023	\$480,000.00
184	Santa Ana Boulevard Extended Hours	Approved	12/14/2022	\$208,000.00
185 186	Additional Builder Risk Insurance	Approved	2/8/2023	\$550,000.00
186.1	MSF Catenary Interlock System MSF Interlock System Additional Funding	Approved Approved	2/17/2023 12/27/2024	\$208,000.00 \$781,619.17
187	Schedule Impacts Associated with TIE 08	Approved	10/24/2022	\$0.00
187.1	Schedule Impacts Associated with TIE 08	Approved	6/22/2023	\$2,847,000.00
188	Relocation of the Traction Power Track Connection Boxes in Segment 4	Approved	5/23/2024	(\$102,757.22)
189	MSF Grounding Additions	Pending		\$178,283.21
190	Track Bumping Post Modifications	Approved	6/13/2024	\$206,920.32
191 193	Four-Fold and Coiling Doors at the MSF Embedded Track Transition to Paved Ballasted Track	Approved Approved	6/20/2023 2/20/2024	\$300,902.44 \$182,498.67
	Malcom's Differing Site Condition Impacts for CIDH Pile Installation (Claim 10)	Approved	3/16/2023	\$209,999.00
195	Schedule Impacts Associated with TIE 12	Approved	3/27/2023	\$0.00
195.1	Schedule Impacts Associated with TIE 12	Approved	6/20/2023	\$1,249,403.38
195.2	Schedule Impacts Associated with TIE 12	Approved	5/3/2024	\$245,501.00
195.3	Schedule Impacts Associated with TIE 12	Approved	5/6/2024	\$940,580.78
196 197	Shore Power at the MSF OCS Pole and Foundation Revisions	Approved Approved	8/13/2024 6/19/2023	\$363,651.56 \$128,706.34
197	Fourth Street Planter Lighting, Irrigation Wiring, and Power Modifications	Approved	9/16/2024	\$85,247.00
199	Improvements at Civic Center Plaza	Approved	3/16/2023	\$208,000.00
200	Infrastructure for Electric Vehicle Charger at Santa Ana Regional Transportation Center	Approved	8/21/2023	\$25,000.00
201	Intumescent Fireproof Coating on Structural Steel at the MSF	Approved	12/29/2023	\$450,000.00
201.1	Intumescent Fireproof Coating on Structural Steel at the MSF	Approved	5/29/2024	\$123,039.00
203 204	Sidewalk Paver Material and Labor Escalation MSF Pedestal Track Spacing M1-M2	Approved Approved	6/19/2023 12/28/2023	\$209,730.72 \$20,325.88
204	Track Isolation at end of Embedded Track	Approved	6/6/2024	\$20,325.88
207	Sewer Ejector Changes at MSF	Approved	2/1/2024	\$208,221.98
208	Ultrasonic Cleaner Model Changes	Approved	6/7/2024	\$44,401.70
209	Harbor OCS Modifications	Approved	2/4/2025	\$205,657.98
210	MSF Extended Work Hours	Approved	1/3/2024	\$209,500.00
211 212	OCS Pole Re-Raking and Adjustment Restraining Rail Conflicts at M1, M2, M3 and Y1 Tracks	Approved Approved	6/4/2024 5/8/2024	\$208,000.00
212	Various Sidewalk and Brick Restoration Work	Approved	8/12/2024	\$35,426.59 \$209,500.00
213	SCE Switchgear Breaker Setting and Commissioning	Approved	4/30/2024	\$143,986.69
215	Emergency Walkway Track Crossing at Raitt and Fairview Platform	Approved	12/28/2023	\$113,812.10
217	Improvements at Sasser Park	Approved	5/8/2024	\$209,298.00
220	Ross Street Intersection Modifications	Approved	8/30/2024	\$140,421.07
221	Electrical Modifications at Sasscer Park	Approved	8/30/2024	\$128,045.06
222	SCE Electrical and Service Connections at Various Intersections Train Control Battery Backup	Approved	9/17/2024	\$368,980.95
225	Inam control battery backup	Approved	9/17/2024	\$349,848.89

CCO No.	Title	Status	Date	Cost
			Executed	
226	Traffic Signal Pole and Mast Arm Adjustments at Santiago, Shelton and Bristol	Approved	9/26/2024	\$52,702.00
227	Traffic Signal and Striping Modifications Due to the City of Santa Ana Bike Lane Project	Approved	8/30/2024	\$45,088.00
228	OCS Feeder Cable Theft Protection	Approved	10/14/2024	\$243,904.68
230	Traffic Signal Cabinet Relocation Sycamore Street and Santa Ana Boulevard	Approved	9/16/2024	\$93,878.89
231	Bid Item 61 (Utility Service Fee) Extension	Approved	6/7/2024	\$185,000.00
232	Platform Modifications	Approved	11/13/2024	\$70,648.35
233	MSF Information Technology Room and Data Port and Communication Device Changes	Approved	11/18/2024	\$1,519,579.00
234	Schedule Impacts Associated with TIE 18	Approved	5/8/2024	\$0.00
235	Diesel Particulate Filter	Approved	10/11/2024	\$77,050.69
237	Garfield & Sycamore SCE Services Pedestals and Foundation Changes	Approved	9/30/2024	\$56,300.78
239	TPSS #01 Alternative Installation Method	Approved	12/12/2024	\$40,000.00
241	Modifications to the East and West Gates at MSF	Pending		\$425,000.00
242	OCS Pole Ground Repair in PE ROW	Approved	2/4/2025	\$148,044.06
243	Overhead Utility Conflicts at Mortimer and SAB - Traffic Signal Pole No.'s 02 and 03	Approved	12/12/2024	\$38,498.93
245	Parton-Santa Ana Blvd Sidewalk Restoration	Approved	11/14/2024	\$22,763.02
246	Modifications to Signage, Push Buttons and Signal Heads	Approved	11/13/2024	\$76,618.35
250	Modify Pumps in the Wheel Truing and Service and Inspection Pit	Pending		\$325,000.00
251	Accelerated Schedule Agreement	Approved	9/30/2024	\$40,338,054.00
252	Public Conveyance and Safety Enhancements	Approved	2/12/2025	\$150,000.00
253	SCE Invoices for Relocations due to GO 95 Conflicts	Approved	2/4/2025	\$150,000.00
254	Fairview Crossing Traffic Signal Poles Conflict with Overhead SCE Lines	Approved	2/4/2025	\$21,225.37
255	OCS Modifications	Approved	1/21/2025	\$200,000.00
258	Harbor Station Adjustments	Pending		\$200,000.00
260	MSF Finishes	Approved	3/13/2025	\$200,000.00
261	OCS Cross Contact Assemblies on Hand	Approved	3/4/2025	\$200,000.00
263	CIC Battery Replacement	Pending		\$202,329.50
266	MSF Systems	Approved	3/14/2025	\$200,000.00
267	Wheel Truing Machine Testing	Approved	3/28/2025	\$92,397.00
275	Overhead Contact System Pole Twist and Arm Capacity	Pending		\$750,000.00
293	Communications Systems Software and SCADA	Pending		\$900,000.00
		Subtotal Execut	ted CCOs	\$121.715.027.74

 Subtotal Executed CCOs
 \$121,715,027.74

 Subtotal Pending CCOs
 \$6,587,612.71

 TOTAL CCOs
 \$128,302,640.45

 ORIGINAL VALUE
 \$220,538,649.00

 PROPOSED REVISED VALUE
 \$348,841,289.45



May 7, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.



May 8, 2025

To:

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Transit Committee From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for the Operations and Maintenance Services for the OC Streetcar Project

Overview

On February 24, 2025, the Orange County Transportation Authority Board of Directors approved the updated funding and schedule for the OC Streetcar project. As a result of these changes and the projected revenue service date in spring 2026, an amendment to the operations and maintenance agreement with Herzog Transit Services, Inc. is required to align the operations and maintenance services with the revised project timeline.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-2039 between the Orange County Transportation Authority and Herzog Transit Services, Inc. in the amount of \$5,938,341, and modify the initial agreement term through March 31, 2031, to align the revenue service contract years with the revised project timeline for operations and maintenance services for the OC Streetcar project. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$59,003,931.

Discussion

The OC Streetcar project (Project) is anticipated to be completed and operational for revenue service by spring 2026 as a result of the revised funding plan and schedule update approved by the Board of Directors (Board). This reflects an approximately 18-month delay compared to the previously assumed revenue service start date. At the time of the execution of the agreement with Herzog Transit Services, Inc. (Herzog), the project schedule anticipated revenue service beginning in November 2024 with the initial term of the current operations and maintenance (O&M) contract set to expire on October 31, 2029.

Amendment to Agreement for the Operations and MaintenancePage 2Services for the OC Streetcar Project

Due to the updated project schedule, an amendment to the O&M contract is necessary to modify the initial term of the agreement through March 31, 2031. This action will align the revenue service contract years with the revised project schedule as approved by the Board. Staff has analyzed the impacts of the revised schedule on the current contract value of \$53,065,590 approved by the Board in April 2023. Results of this analysis indicate that an additional \$5,938,341 is needed to cover costs associated with an extended start-up phase, escalation costs for the revised revenue service term, and costs associated with additional spare parts that were not assumed in the original contract.

The construction delay and associated extended start-up phase has given Herzog's key staff valuable time to clearly define and organize all required protocols, procedures, and guidelines, enhancing coordination and ensuring a smoother transition into the testing phase which will begin in spring 2025. Additionally, Orange County Transportation Authority (OCTA) staff has proactively addressed regulatory requirements in advance of the testing and commissioning phase of the project, thereby mitigating the risk of compliance issues that may occur. Herzog provided subject matter expertise in the preparation of documentation required by the California Public Utilities Commission (CPUC) for safety certification. Additionally, Herzog collaborated with OCTA staff to develop the Public Transportation Agency Safety Plan in accordance with the Federal Transit Administration requirements and prepared essential policy and procedure documents, including the Standard Operating Procedures and Operating Rule Book. Further contributions during the extended start-up phase include:

- Participating in Rail Activation and Systems Integration Testing Committees to develop required plans, test procedures, and supporting documentation
- Developing the Roadway Worker Protection Plan and training program, a critical plan required by the CPUC to energize the first streetcar to begin testing and commissioning
- Attending factory acceptance tests and contractor training for newly constructed systems and equipment
- Supporting vehicle inspection and acceptance of eight streetcar vehicles in the City of Sacramento
- Coordinating with CPUC during site walks, document reviews, and project meetings
- Initiating mobilization activities including furniture and equipment procurement, staffing plans, and supporting vehicle delivery readiness

Amendment to Agreement for the Operations and Maintenance Page 3 Services for the OC Streetcar Project

Given that the end of the five year revenue service term has been revised from October 31, 2029 to March 31, 2031, there are associated escalation costs for labor, materials, and equipment. However, the escalation rates applied remain consistent with those in the original contract and did not increase. Additionally, the costs associated with streetcar vehicle spare parts are now included in the revised contract total. Spare parts are treated as pass-through costs under the contract and are reimbursed by OCTA at actual cost, with no markup or profit. These costs were not included in the original contract agreement because the designs for key components, such as the bumpers, emergency battery, and flange lubrication systems, were not finalized at that time.

Procurement Approach

The original procurement was handled in accordance with OCTA's Board-approved procedures for professional and technical services. In addition to cost, other factors are considered in an award for professional and technical services. On May 22, 2020, the Board approved an agreement with Herzog in the amount of \$45,065,590. The agreement has also been previously amended as shown in Attachment A.

Staff requested a cost proposal from Herzog to account for the extended duration of construction and the updated revenue service date. Staff and Herzog have agreed upon the cost and schedule. Staff found Herzog's cost proposal to be fair and reasonable and consistent with the independent cost estimate prepared by OCTA's project management team. The proposed increase in value to the initial term of Agreement No. C-8-2039 will increase the total contract value to \$59,003,931.

Fiscal Impact

Funding for portions of the contract amendment is included in OCTA's Fiscal Year 2024-25 Budget, Capital Programs Division, Account No. 0051-7370-TS010-Z88, and the remaining portions of the contract agreement will be requested in future fiscal year budgets.

For revenue service, OCTA intends to leverage state and federal funds including federal Congestion Mitigation and Air Quality Improvement Program funds and State of California Low Carbon Transit Operations Program funds to support revenue service operations in addition to fares, Measure M2 Project S, and contributions from the cities of Garden Grove and Santa Ana.

Amendment to Agreement for the Operations and MaintenancePage 4Services for the OC Streetcar Project

Summary

Staff requests Board of Directors' approval to authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-2039 between the Orange County Transportation Authority and Herzog Transit Services, Inc., in the amount of \$5,938,341 for the continuation of OC Streetcar operations and maintenance services and modify the initial term of the agreement through March 31, 2031. This will increase the maximum obligation of the agreement to a total contract value of \$59,003,931.

Attachment

A. Herzog Transit Services, Inc., Agreement No. C-8-2039 Fact Sheet

Prepared by:

Cleve Cleveland Department Manager, Local Rail (714) 560-5535

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

Approved by:

Johnny Dunning, Jr. Chief Operating Officer, Operations (714) 560-5710

ATTACHMENT A

Herzog Transit Services, Inc. Agreement No. C-8-2039 Fact Sheet

- 1. May 22, 2020, Agreement No. C-8-2039, in the amount of \$45,065,590, approved by the Board of Directors (Board).
 - The agreement was awarded to provide operations and maintenance services for the OC Streetcar project.
 - The agreement included an initial 17-month start-up and pre-revenue period, a five-year revenue term with two, two-year option terms.
- 2. May 3, 2021, a Limited Notice to Proceed (LNTP) C-8-2039, \$246,773, approved by the Contracts Administration and Materials Management (CAMM) Department.
 - Initiate the scope of work for the development of policies and procedures for start-up and pre-revenue tasks.
- 3. May 4, 2022, Revision No. 1 to LNTP C-8-2039, \$149,709, approved by the CAMM Department.
 - Increased the maximum obligation to \$396,482.
 - Extended the LNTP period through November 30, 2022.
 - Continued scope of services and additional specified tasks for the start-up and pre-revenue phases.
- 4. December 1, 2022, Revision No. 2 to LNTP C-8-2039, \$85,548, approved by the CAMM Department.
 - Increased the maximum obligation to \$482,029.
 - Extended the LNTP period through March 31, 2023.
 - Continued scope of services and additional specified tasks for the start-up and pre-revenue phases.
- 5. April 1, 2023, Revision No. 3 to LNTP C-8-2039, \$21,387 approved by the CAMM Department.
 - Increased the maximum obligation to \$503,416.
 - Extended the LNTP period through April 30, 2023.
 - Continued scope of services and additional specified tasks for the start-up and pre-revenue phases.

- 6. April 24, 2023, Agreement No. C-8-2039, in the amended amount of \$53,065,590 approved by the Board.
 - Increase of up to \$8 million over the original award amount on May 22, 2020, for the initial term to align with the updated project schedule.
 - The agreement was executed on June 22, 2023, in the amount of \$53,065,590 with a term through October 31, 2029, to include start-up and pre-revenue periods, and an initial term of five years, with two, two-year option terms.
- 7. May 12, 2025, Amendment No. 1 to Agreement No. C-8-2039, \$5,938,341, pending approval by the Board.
 - For continued operations and maintenance services for the OC Streetcar project through March 31, 2031, to align the pre-revenue and revenue operations base contract years and option term years with updated project schedule.

Total funds committed to Herzog Transit Services, Inc. after approval of Amendment No. 1 to Agreement No. C-8-2039: \$59,003,931.



COMMITTEE TRANSMITTAL

May 12, 2025

To: Andrea West, Clerk of the Board Members of the Board of Directors

From:

Subject: Consultant Selection for Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Regional Transportation Planning Committee Meeting of May 5, 2025

- Present: Directors Federico, Foley, Harper, Klopfenstein, Stephens, and Tavoularis
- Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

- Α. Approve the selection of HDR Construction Control Corporation as the firm to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- Β. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-4-2614 between the Orange County Transportation Authority and HDR Construction Control Corporation to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.



May 5, 2025

- To: Regional Transportation Planning Committee
- *From:* Darrell E. Johnson, Chief Executive Officer
- **Subject:** Consultant Selection for Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Aft

Overview

On December 9, 2024, the Orange County Transportation Authority Board of Directors authorized the release of a request for proposals to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55. Board of Directors' approval is requested for the selection of a firm to perform the required services.

Recommendations

- A. Approve the selection of HDR Construction Control Corporation as the firm to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-4-2614 between the Orange County Transportation Authority and HDR Construction Control Corporation to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

Discussion

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the Interstate 5 (I-5) Improvement Project between Yale Avenue and State Route 55 (SR-55) (Project). The Project is part of Project B 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 2024.

Consultant Selection for Construction Management Support Page 2 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

The Project will add a general purpose lane in both the northbound and southbound directions on I-5 between Yale Avenue and SR-55, add and re-establish existing auxiliary lanes, and improve the existing on- and off-ramps. Separately, Caltrans has developed the plans, specifications, and estimates for a multi-asset project (MAP) within the same project limits, which includes pavement rehabilitation, safety device upgrades, a weigh-in-motion facility, additional signage, and electrical conduit replacements. The MAP scope is funded by the State Highway Operation and Protection Program, and the design plans have been combined with the Segment 2 Plans, Specifications and Estimates, with all improvements to be advertised in one construction bid package. This will ensure efficient construction of all improvements and will minimize disruption to the traveling public, construction fatigue, potential construction conflicts, and redundant work.

Final design for the Project is nearing completion with advertisement for construction bids targeted for later in 2025.

Cooperative Agreement No. C-4-2645 between Caltrans and OCTA outlines the responsibilities of both agencies for the Project and was approved by the Board on December 9, 2024. As specified in the cooperative agreement, Caltrans will be the implementing agency responsible for advertisement, award, and administration of the construction contract. Caltrans will also provide the resident engineer and structures representative, and environmental services, along with a limited number of field personnel. OCTA will retain a construction management (CM) consultant firm to supplement Caltrans staff with structural, roadway, construction staking, office engineering, materials testing, surveying, and claims support services. OCTA's CM consultant will also provide a field office to house construction staff working on the Project. Through a separate contract, OCTA will lead the public outreach efforts for the Project.

Procurement Approach

This procurement was handled in accordance with OCTA's Board-approved procedures for architectural and engineering (A&E) services that conform to both federal and state laws. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing and project organization, and work plan. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws. An evaluation of the proposals was conducted based on overall qualifications to develop a competitive range of offerors. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the second-ranked firm in accordance with Board-approved procurement policies.

Consultant Selection for Construction Management Support Page 3 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

On December 9, 2024, the Board authorized the release of Request for Proposals (RFP) 4-2614 which was issued electronically on CAMMNET. The RFP was advertised in a newspaper of general circulation on December 11 and December 16, 2024. A pre-proposal conference was held on December 20, 2024, with 12 attendees representing nine firms. Four addenda were issued to make available the pre-proposal conference registration sheets and presentation materials, provide responses to questions received, and address administrative issues related to the RFP.

On January 13, 2025, three proposals were received. An evaluation committee consisting of staff from the Contracts Administration and Materials Management and Capital Project Delivery departments, as well as external representatives from Caltrans and the City of Tustin, met to review all submitted proposals. The proposals were evaluated based on the following Board-approved evaluation criteria and weightings:

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

Several factors were considered in developing the criteria and weightings. Qualifications of the firm was weighted at 20 percent as the firm must demonstrate experience in performing relevant work of similar scope, size, and complexity. Staffing and project organization was weighted at 40 percent as the qualifications of the project manager and other key task leaders are critical to understanding the project requirements and to the timely delivery and successful performance of the work. Work plan was equally weighted at 40 percent as the technical approach to the Project is critical to the successful performance of the Project.

The evaluation committee reviewed the three proposals received based on the evaluation criteria and found two firms most qualified to perform the required services. The most qualified firms are listed below in alphabetical order:

Firms and Location

Arcadis U.S., Inc. (Arcadis) Headquarters: Highlands Ranch, Colorado Project Office: Irvine, California

HDR Construction Control Corporation (HDR) Headquarters: Omaha, Nebraska Project Office: Irvine, California

Consultant Selection for Construction Management Support Page 4 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

On March 6, 2025, the evaluation committee interviewed the two short-listed firms. The interviews consisted of a presentation allowing each team to present its qualifications, highlight its proposal, and respond to the evaluation committee's questions. Each firm highlighted its staffing plan, work plan, and perceived project challenges. The firms were asked general questions regarding the approach to the requirements of the scope of work (SOW), management of the Project, coordination with various agencies, experiences with similar projects, and solutions for achieving the project goals.

Based on the evaluation of the written proposals and information obtained during the interviews, the evaluation committee recommends HDR as the top-ranked firm to provide CM support services for the Project. HDR ranked the highest among the proposing firms because they submitted a comprehensive proposal that was responsive to the requirements of the RFP, proposed a highly qualified and experienced team of key personnel, presented a work plan demonstrating a thorough understanding of the overall project requirements, and presented a cohesive interview with focused responses to the specific interview questions, highlighting the firm's experience, qualified staff, and detailed work plan.

The following is a summary of the proposal evaluation results.

Qualifications of the Firm

Both short-listed firms are established and qualified to perform the required services. Positive references were received for both firms.

HDR was founded in 1917 and has eight offices across Southern California with access to more than 550 staff that are supported by over 13,000 employee-owners in over 22 locations worldwide. The firm has broad engineering experience, including CM support services for complex highway, bridge, and rail projects. HDR has successfully delivered CM support services for freeway widening, roadway and interchanges improvements, and bridge widening and replacement projects, mostly as a prime consultant and as part of an integrated team. HDR has demonstrated proficiency in providing CM support services such as inspection for freeway widening, bridge and retaining wall construction, traffic management, scheduling, and claims analysis. The firm's experience includes coordination with Caltrans District 12, OCTA, and other public agencies.

HDR's experience includes the recently completed CM services for OCTA's I-5 Improvement Project between Oso Parkway to Alicia Parkway, OCTA's State Route 57 (SR-57) Improvement Project between Yorba Linda Boulevard to Lambert Road, and OCTA's Sand Canyon Avenue Railroad Grade Separation

Consultant Selection for Construction Management Support Page 5 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Project. The firm proposed utilizing three subconsultants. All proposed subconsultants have experience working with HDR on prior projects and will support HDR with additional structure and roadway inspection, geotechnical services, and materials testing.

Arcadis, founded in 1957, is a global engineering, construction management, and environmental consulting corporation. The firm has ten offices in Southern California with 480 staff and one office in Orange County, with 151 staff. Globally, Arcadis has 33,784 employees; 10,212 in North America, and 752 in California. Arcadis provides comprehensive project management services, risk management, claims avoidance, environmental monitoring, and compliance services. Specific experience includes the design, construction, and inspection of roads, highways, bridges, and railroad projects. The firm's experience includes coordination with Caltrans, OCTA, and other public agencies. The firm demonstrated relevant experience on projects involving structural, highway, traffic signal, and utility coordination.

Arcadis' experience includes CM support services on the I-5 Improvement Project between State Route 73 (SR-73) to Oso Parkway, Los Angeles County Metropolitan Transportation Authority's (LA Metro) State Route 91 (SR-91) Improvement Project in the cities of Artesia, Cerritos, Long Beach, and Paramount, and the Riverside County Transportation Commission's (RCTC) Interstate 15/Railroad Canyon Interchange Improvement Project. The firm proposed three subconsultants to provide electrical inspection, field materials testing, and surveying. All proposed subconsultants have experience working with Arcadis on prior projects and will support Arcadis with additional electrical inspection, material testing, and surveying.

Staffing and Project Organization

Both short-listed firms proposed qualified project managers, key personnel, and subconsultants with relevant experience.

HDR proposed a highly experienced team of qualified personnel and subconsultants representing a wide range of disciplinary expertise with each key personnel demonstrating relevant and comprehensive CM experience with freeway and bridge replacement projects. The team has demonstrated experience in roadway and structures inspections, complex freeway and bridge widening projects, utility relocations, bridge reconstruction, traffic management and staging, and has extensive experience working with Caltrans.

The proposed project manager (PM) has over 40 years of project management experience with 21 years at Caltrans District 12 directing and managing major

Consultant Selection for Construction Management Support Page 6 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

highway improvements, bridge construction, and infrastructure design projects. Similar project experience includes OCTA's Interstate 405 (I-405) Improvement Project between SR-73 and Interstate 605, OCTA's SR-55 Improvement Project between I-405 and I-5, and the San Bernadino County Transportation Authority's Interstate 10 Corridor Express Lanes (Contract 1) in Los Angeles and San Bernardino counties.

The proposed deputy senior resident engineer (RE) has over 28 years of experience successfully delivering highway projects with freeway and bridge improvements, bridge replacements, interchange improvements, and experience with OCTA's freeway and rail projects. Relevant project experience includes OCTA's I-5 Improvement Project between Oso Parkway to Alicia Parkway, OCTA's Sand Canyon Avenue Railroad Grade Separation project, and RCTC's SR-91 Express Lanes project.

The proposed structures inspector has 12 years of experience on various large public works transportation projects throughout Southern California. Similar project experience includes OCTA's I-5 Improvement Project between Oso Parkway to Alicia Parkway, OCTA's Sand Canyon Avenue Railroad Grade Separation Project, and OCTA's Cyprus Shore Track Stabilization Project in the City of San Clemente.

The HDR team was well prepared for its interview and provided project-specific responses to questions which further demonstrated the firm's experience and understanding of the SOW, project requirements, and risks associated with the Project.

Arcadis proposed a qualified team, including a PM, key personnel, and subconsultants with relevant experience working together on CM projects. Arcadis' proposed PM has 26 years of experience in design, operations, and management strategies for large heavy civil transportation infrastructure projects. Similar experience includes OCTA's I-5 Improvement Project between SR-73 to Oso Parkway, and LA Metro's SR-91 Improvement Project and Regional Connector Transit Corridor Project.

Arcadis' proposed senior inspector/deputy senior RE has over 25 years of experience. Demonstrated relevant project experience includes OCTA's I-5 Improvement Project between SR-73 to Oso Parkway, the Port of Long Beach's Gerald Desmond Bridge Replacement Project, and experience as the Independent Quality Assurance Leader/Construction Manager for the Caltrans' San Francisco Presidio Parkway Project.

Consultant Selection for Construction Management Support Page 7 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Arcadis' proposed structures inspector has over 40 years of experience, including experience working on Caltrans highway and structural projects. Project experience includes RCTC's Interstate 15 Railroad Canyon Interchange Project, Caltrans' Interstate 215 (I-215) Holland Road Overcrossing Project, and Caltrans' I-215/Placentia Avenue Interchange Project.

The Arcadis team was responsive to most of the evaluation committee's interview questions; however, some responses lacked the level of detail needed to highlight the firm's knowledge and expertise.

Work Plan

Both firms met the requirements of the RFP, and each firm adequately discussed its approach to the Project.

HDR presented a project-specific comprehensive work plan. The work plan included a complete discussion of project understanding, issues, and challenges with realistic recommendations and solutions demonstrating the firm's knowledge and experience. The team identified the project risks and challenges, with detailed well-thought-out approaches to address those risks.

The work plan included detailed discussions and coordination with other projects that are scheduled to be underway in the vicinity of the I-5 Improvement Project. A comprehensive list of challenges and recommended solutions for working within the two flood control channels, the required coordination needed to maintain pedestrian and bicycle traffic during construction, and a thorough list of permits and agencies needed for compliance requirements of agency permits were provided. The work plan also included proposed solutions for the installation of large diameter piles, including restriping lanes and night-time lane closures to facilitate the work. A detailed construction schedule was provided to include cost, change management, and approach to claims avoidance.

The HDR team presented a clear vision for fulfilling the requirements of the SOW and demonstrated its in-depth technical knowledge throughout the interview. All key personnel were present and participated.

Arcadis demonstrated adequate understanding of the Project and associated risks and challenges. The work plan identified some enhancements to enact 55-hour road closures for activities to reduce the impact of the work on the overall project schedule, thus minimizing impacts to the public. The plan identified potential issues associated with the demolition of portions of the existing bridges and the need for noise, vibration, and dust control during

Consultant Selection for Construction Management Support Page 8 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

construction. The work plan did not discuss staging and the schedule did not reflect staging plans.

Fiscal Impact

The Project will be included in OCTA's Proposed Fiscal Year 2025-26 Budget and subsequent fiscal year's budgets, Capital Programs Division, Account No. 0017-9085-FB103-10D, and will be funded with Measure M2 funds.

Summary

Staff requests Board of Directors' authorization for the Chief Executive Officer to negotiate and execute Agreement No. C-4-2614 with HDR Construction Control Corporation, as the firm to provide construction management support services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55.

Consultant Selection for Construction Management Support Page 9 Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Attachments

- A. Review of Proposals, RFP 4-2614 Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55
- B. Proposal Evaluation Criteria Matrix (Short-Listed), RFP 4-2614 -Construction Management Support Services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55
- C. Contract History for the Past Two Years, RFP 4-2614 Construction Management Support Services for the Interstate 5 Improvement Project between Yale Avenue and State Route 55

Prepared by:

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

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

Ju SA

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

Review of Proposals

RFP 4-2614 - Construction Management Supprt Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Presented to the Regional Transportation Planning Committee on May 5, 2025 3 proposals were received, 2 firms were interviewed, 1 firm is being recommended

Overall Ranking	Overall Score	Firm & Location	Subcontractors	Evaluation Committee Comments
1	84	HDR Construction Control Corporation	Coast Surveying, Inc.	Firm has recent and relevant experience providing construction management (CM) support services for freeway widening, roadway and interchange improvement projects, bridge widening and replacement projects mostly as a prime consultant and as part of an integrated team.
		Irvine, California	Jacobs Project Management Co.	Cohesive, cross-trained team, with understanding of project issues, including project manager, key personnel, technical staff, and subconsultants with experience working together on recent CM services projects.
			S2 Engineering, Inc.	Project Manager has demonstrated comprehensive CM experience planning and managing multidisciplinary teams and projects.
				Comprehensive and well-thought-out work plan identifying risks and challenges, recommendations, and viable solutions. Proposed approaches and solutions included working within the two flood control channels and installation of large diameter piles, including restriping lanes and night-time lane closures to facilitate the work.
				Detailed team presentation and interview with thorough responses to all interview questions.
				Positive references received.
2	75	Arcadis U.S., Inc.	Dynamic Engineering Services, Inc.	Firm has relevant experience managing and delivering CM support services of similar size and scope.
-		Irvine, California	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Qualified team, including project manager, key personnel, and subconsultants with experience working together on CM projects, including roadway, structures, and inspection projects.
			Towill, Inc.	Project manager is qualified with relevant experience managing CM projects as well as large heavy civil transportation infrastructure projects.
				Work plan demonstrated an understanding of the project scope of work and associated risks. The plan identified proposed enhancements to enact 55-hour road closures for activities to reduce the impact of the work on the overall project schedule, thus minimizing impacts to the public.
				Good team presentation and responses to the interview questions but some responses lacked the level of detail needed to highlight the firm's knowledge and expertise. Positive references received.

Weight Factors

20%

40%

40%

Evaluation Panel: 6 Members

Contracts Administration and Materials Management (1) Capital Project Delivery (2) City of Tustin (1) California Department of Transportation (2)

Evaluation Criteria

Qualifications of the Firm	
Staffing and Project Organization	
Work Plan	

ATTACHMENT B

75

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed)

RFP 4-2614 - Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and State Route 55

Evaluator Number	1	2	3	4	5	6	Weights	Criteria Score
Qualifications of Firm	4.0	4.0	4.0	4.0	4.0	4.0	4	16
Staffing/Project Organization	4.5	4.5	4.0	4.5	4.0	4.5	8	35
Work Plan	4.5	4.5	4.0	4.0	4.0	4.0	8	33
Overall Score	88	88	80	84	80	84		84
Firm: Arcadis U.S., Incorporate	ed							
Firm: Arcadis U.S., Incorporate Evaluator Number	ed 1	2	3	4	5	6	Weights	Criteria Score
Evaluator Number		2 4.0	3 3.5	4	5 3.5	6 3.5	Weights 4	Criteria Score 15
Firm: Arcadis U.S., Incorporate Evaluator Number Qualifications of Firm Staffing/Project Organization	1	_	-	-	-	-		

The score for the non-short-listed firm was 65

72

74

74

Overall Score

74

76

78

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 4-2614 Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and Srare Route 55

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
		Plans, Specifications, and Estimates for State Route 55 Improvement Project Between Interstate 5 and				
HDR ENGINEERING, INC.	C-1-3643	State Route 91	August 8, 2022	November 30, 2029		\$ 10,348,601
Contract Type: Firm Fixed Price						
Subconsultants:						
Advantec Consulting Engineers					\$ 778,780	
D Leon Consulting Engineers					\$ 81,385	
Duke Cultural Resources Management					\$ 8,822	
Earth Mechanics Inc					\$ 769,269	
Egp Consulting					\$ 79,925	
Fehr & Peers					\$ 104,520	
Parsons Transportation Group					\$ 1,569,889	
Psomas					\$ 339,844	
Tatsumi And Partners, Inc.					\$ 267,728	
HDR ENGINEERING, INC.	C-1-3874	South Orange County Rail Feasibility Study	May 2, 2022	June 30, 2024		\$ 424,824
Contract Type: Firm Fixed Price						
Subconsultants:						
KTUA					\$ 59,960	
HDR ENGINEERING, INC.	C-3-2328	South Coast Rail Infrastructure Feasibility Study and Alternative Concepts Analysis	October 17, 2023	October 31, 2026		\$ 2,407,443
Contract Type: Firm Fixed Price						
Subconsultants:						
Arellano Associates					\$ 97,021	
Coastal Frontiers Corporation					\$ 175,601	
Monument ROW					\$ 61,272	
Mott Macdonald Group, Inc.					\$ 104,435	
Pacific Railway Enterprises, Inc.					\$ 66,540	
Verdantas Inc., Formerly Leighton Consulting, Inc.					\$ 247,442	
HDR ENGINEERING, INC.	C-4-1854	Project Management Consultant Servicesfor the OC Streetcar Project	September 4, 2015	June 30, 2025		\$ 44,516,766
Contract Type:Time & Expense						
Subconsultants:						
Arcadis, A California Partnership						
Arellano Associates						
Boothe Transit Consulting, LLC						
Civilsource						
GHD						
Intueor Consulting Inc						
Kimley-Horn And Associates, Inc						
Mott Macdonald Group,LLC						
Nossaman, LLP						
RGL Utility Consultants						
Shiels Obletz Johnsen, Inc						

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 4-2614 Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and Srare Route 55

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contra Amount	act
SNC-Lavalin Rail & Transit, Inc							
Sperry Capital Inc.							
The Solis Group							
Transportation Management & Design, Inc							
HDR ENGINEERING, INC.	C-4-2122	Geographic Information Systems Technical Support	May 23, 2024	April 30, 2027		\$	55,000
Contract Type: Time & Expense			•				
Subconsultants:							
None							
HDR Construction Control Corporation	C-8-1418	Construction Management Support Services for Interstate 5 Improvement Project Between Oso Parkway and Alicia Parkway	March 27, 2019	December 31, 2025		\$ 16,78	86,082
Contract Type: Time & Expense	0-0-1410	i anway	Maron 21, 2010	December 01, 2020		φ 10,70	00,002
Subconsultants:							
Coast Surveying, Inc							
Ghirardelli Associates, Inc							
Jacobs Engineering Group Inc							
S2 Engineering, Inc							
		Program Management Consultant Services for Regional Rail					
HDR ENGINEERING, INC.	C-8-1512	Programs	March 28, 2019	March 31, 2024		\$ 7,50	00,000
Contract Type: Time & Expense							
Subconsultants:							
Ap Engineering And Testing							
BA, Inc							
Civil Works Engineers, Inc.							
Cogstone Resource Management, Inc							
DB Engineering & Consulting USA, Inc							
Kleinfelder Construction Services							
Meadows Consulting							
Mott Macdonald, LLC							
MTG, Inc							
Prescience Corporation							
Project Design Consultants, A Bowman Company							
Tri-County Drilling Inc							
VSCE, Inc							
HDR ENGINEERING, INC.	C-9-1580	Geographic Information Systems - Technical Support	January 28, 2020	October 31, 2023		\$	55,000
Contract Type: Time & Expense							
Subconsultants:							
None							
				Total		\$ 82,09	93,716

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 4-2614 Construction Management Support Services for the Interstate 5 Improvement Project Between Yale Avenue and Srare Route 55

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount		tal Contract Amount
ARCADIS, A CALIFORNIA PARTNERSHIP	C-0-2112	On-Call Design and Construction Support Services for Transit Facility Projects	September 1, 2020	November 3, 2025		\$	361,902
Contract Type: Contract Task Order	0-0-2112					φ	301,902
Subconsultants:							
Jensen Hughes							
Jones And Stokes							
Mark Thomas & Company							
Miyamoto International, Inc.							
Psomas							
TK1SC							
Triunity, Inc.							
	0.0.0007		Ostabay 5,0000	Oratante on one		¢	
ARCADIS U.S., INC	C-2-2697	Regional Synchronization Peformance Analysis Report	October 5, 2022	September 30, 2024		\$	41,400
Contract Type: Firm Fixed Price							
Subconsultants:							
None							
ARCADIS. A CALIFORNIA PARTNERSHIP	C-3-2354	On-Call Regional Planning Support Services	July 17, 2023	May 31, 2026		\$	250,000
Contract Type: Time & Expense	0.0.2001		ouij 11, 2020			Ŷ	200,000
Subconsultants:							
Michael Baker International	,						
ARCADIS U.S., INC	C-3-2827	Construction Management Support Services for the State Route 91 Improvement Project between Acacia Street and	August 1, 2024	July 31, 2029		\$	11,907,423
Contract Type: Time & Expense	0-3-2027	La Palma Avenue	August 1, 2024	July 31, 2029		φ	11,907,420
Subconsultants:							
Dynamic Engineering Services, Inc.							
Verdantas Inc., Formerly Leighton Consulting, Inc.							
		Habor Boulevard Pilot Innovative Transit Signal Priority					
ARCADIS U.S., INC	C-3-2944	Study	April 17, 2024	March 31, 2026		\$	1,197,912
Contract Type: Firm Fixed Price			, , ,	,			
Subconsultants:							
Iteris, Inc.					\$ 123,110		
Sinwaves, Inc. DBA LYT					\$ 75,000		
ARCADIS U.S., INC	C-8-1969	Construction Management Support Services for Interstate 5 Improvement Project Between State Route 73 and Oso Parkway	December 2, 2019	December 1, 2025		\$	14,522,226
Contract Type: Time & Expense			2 300111001 2, 2010	2 30011101 1, 2020		⊢ * ──	11,022,220
Subconsultants:							
Balk Biological, Inc.	1						
Dynamic Engineering Services, Inc.							
Ninyo & Moore							
Paleo Solutions, Inc.	1						
TRC Solutions, Inc.							
	1	I	I	Total	1	\$	28,280,863



COMMITTEE TRANSMITTAL

May 12, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Measure M2 Eligibility for the City of Orange

Executive Committee Meeting of May 5, 2025

Present: Chair Chaffee, Vice Chair Federico, Directors Hennessey, Klopfenstein, and Tam Nguyen Absent: Director Wagner

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

- A. Approve the City of Orange as eligible to receive Measure M2 net revenues.
- B. Direct staff to reinitiate payments to the City of Orange for Measure M2 net revenues, which were held during its period of ineligibility (less fiscal year 2023-24 audit costs).



May 5, 2025

Pr

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Eligibility for the City of Orange

Overview

In 2024, the Orange County Transportation Authority Board of Directors found the City of Orange ineligible to receive Measure M2 net revenues due to inadequate documentation demonstrating that it had spent sufficient discretionary funds on streets and roads in fiscal year 2022-23 to meet the Measure M2 Maintenance of effort requirement. A recent review of the City of Orange's Measure M2 maintenance of effort expenditures for fiscal year 2023-24 has determined that the City of Orange has met its minimum maintenance of effort expenditure requirement, including the shortfall amount. Board of Directors' approval to reinstate the City of Orange's Measure M2 eligibility status and reinitiate Measure M2 payments is recommended.

Recommendations

- A. Approve the City of Orange as eligible to receive Measure M2 net revenues.
- B. Direct staff to reinitiate payments to the City of Orange for Measure M2 net revenues, which were held during its period of ineligibility (less fiscal year 2023-24 audit costs).

Background

The Measure M2 (M2) Ordinance outlines eligibility requirements that each local jurisdiction must continually satisfy to receive net revenues from the M2 Program. One of the requirements is that a local jurisdiction must continue to invest a certain level of discretionary revenues - such as general funds - that support streets and roads activities to be deemed eligible for any M2 funding. This requirement is rooted in the California Public Utilities Code (PUC) 180001, which 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

In June 2022, the City of Orange (City) provided an MOE certification to the Orange County Transportation Authority (OCTA) as part of its M2 eligibility verification package submittal. The certification stated that the City had budgeted sufficient expenditures for fiscal year (FY) 2022-23, 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."

Per M2 MOE requirements, the City was required to spend \$3,392,885 using discretionary, non-Measure M2, revenues toward streets and roads-related costs. According to the expenditure report for FY 2022-23 that was approved by the city council and submitted to OCTA, the City spent \$3,852,679 toward the MOE requirement. However, an independent review of the City's expenditures, through the annual eligibility process conducted in coordination with the Taxpayer Oversight Committee (TOC) and Internal Audit, identified indirect costs allocated to MOE that could not be verified based on a reasonable methodology. After the removal of the unsupported indirect costs, the City fell short of meeting the MOE requirement for FY 2022-23 by \$1,116,949. Consistent with M2 Ordinance requirements, on May 28, 2024, the OCTA Board of Directors (Board) found the City ineligible to receive M2 net revenues. As part of that action, the Board specified that the following actions be completed by OCTA staff in conjunction with the finding of ineligibility:

- Suspend payments to the City of net M2 revenues until the City is deemed eligible;
- Require the City to demonstrate supplemental investment of discretionary transportation funds (above the required MOE benchmark), equal to the amount of discretionary investment that was short of the MOE benchmark in FY 2022-23 (\$1,116,949) as an additional condition of accessing suspended funds;
- Deduct future review or audit costs related to the verification of MOE and supplemental investment of discretionary funds from any future net M2 payments to the City; and,
- Authorize the Chief Executive Officer to negotiate and execute an agreement with the City outlining the process to re-establish eligibility.

Throughout fall 2024 and early 2025, OCTA worked with City staff to implement and address the required actions. An independent auditing firm, Crowe, LLP (auditors), applied agreed-upon procedures (AUP) to the City's M2 MOE-related expenditures for FY 2023-24 to determine whether the City had met its obligation under the settlement agreement. The auditors reported that, based on the AUP, the City had incurred sufficient expenditures to meet its obligations under the settlement agreement, which included the City's MOE requirement plus the shortfall amount in MOE expenditures identified in FY 2022-23. These findings were presented to the Finance and Administration Committee on April 23, 2025, and to the Board on April 28, 2025.

Other Eligibility Requirements

M2 includes 13 eligibility requirements that all 35 local agencies are required to comply with in order to receive M2 net revenues, and agencies must submit all required documents by June 30. The City submitted all required M2 eligibility verification documents prior to the deadline.

These documents were received and reviewed by OCTA staff, the TOC's Annual Eligibility Review Subcommittee, and the full TOC. In February 2025, M2 eligibility findings for FY 2024-25 were advanced to the OCTA Regional Transportation Planning Committee and Board for consideration and approval. However, due to the City's ineligibility, the Board elected to only receive and file the City's M2 eligibility verification documents until the resolution of the prior year's MOE shortcomings had been remedied.

Based on the results of the AUP of the City's MOE expenditures for FY 2023-24, the City has met its obligation under the settlement agreement, and it is recommended that the City now be found eligible again to receive M2 net revenues and the suspended M2 funds that were being held in reserve during the period of the City's ineligibility (less the FY 2023-24 AUP costs). These actions, if approved by the Board, would conclude the City's period of M2 ineligibility and would also place the City back on an eligibility review cycle consistent with all other eligible Orange County local agencies.

Summary

Auditors have applied AUP to the City's M2 MOE-related expenditures for FY 2023-24 and have reported that the City has made up the FY 2022-23 MOE as well as delivered its current year MOE. Staff is recommending that the City's eligibility be reinstated and that OCTA reinitiate payments to the City that were held during the period of ineligibility (less FY 2023-24 AUP costs). If approved by the Board, these actions would conclude the City's period of M2 ineligibility and place the City back on an eligibility cycle consistent with other eligible local agencies.

Attachment

A. Orange County Local Transportation Authority Measure M2 Local Fair Share City of Orange FY24 Agreed-Upon Procedures Report Year Ended June 30, 2024

Prepared by:

Adriann Cardoso Capital Programming Manager (714) 560-5915

Approved by:

Rose Casing

Rose Casey Executive Director, Planning (714) 560-5729

ATTACHMENT A

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

MEASURE M2 LOCAL FAIR SHARE CITY OF ORANGE FY24

AGREED-UPON PROCEDURES REPORT

Year Ended June 30, 2024

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY

MEASURE M2 LOCAL FAIR SHARE CITY OF ORANGE FY24

AGREED-UPON PROCEDURES REPORT

Year Ended June 30, 2024

The city of Orange was selected at the direction of the Orange County Local Transportation Authority Board of Directors to perform agreed-upon procedures for the fiscal year ended June 30, 2024.





INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES CITY OF ORANGE

Board of Directors Orange County Local Transportation Authority and the Taxpayers Oversight Committee of the Orange County Local Transportation Authority Orange, California

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), related to the City of Orange's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2024. The City's management is responsible for compliance with the Ordinance and for its cash, revenue, and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of evaluating the City's compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2024. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Obtain the Settlement Agreement between OCTA and the City and identify the required minimum amount to be spent on MOE expenditures for FY24.

<u>Findings</u>: We obtained the Settlement Agreement between the City of Orange and Orange County Transportation Authority (OCTA) dated July 10, 2024. Per the Settlement Agreement, the City was required to spend a minimum of \$4,624,214 in MOE expenditures, which was calculated by the sum of the fiscal year 2023-2024 required MOE of \$3,507,565 and the short fall identified in the Settlement Agreement of \$1,116,649. We obtained documentation of minimum MOE expenditures from the City to OCTA and found no exceptions.

2. Describe which funds the City used to track all street and road expenditures and inquire how the City identifies MOE expenditures in the general ledger.

<u>Findings</u>: The MOE expenditures were tracked in the City's general ledger by fund, departments and object codes. The City recorded its MOE expenditures in its General Fund (100), followed by various department codes and object codes. No exceptions were found as a result of this procedure.

(Continued)

3. Obtain the details of MOE expenditures for the Fiscal Year ended June 30, 2024, and agree the total MOE expenditures to the amount reported on the City's Expenditure Report (Schedule 3, line 18). Explain any differences.

<u>Findings</u>: The City's MOE expenditures for the fiscal year ended June 30, 2024, were \$5,538,276 (see Schedule A), which exceeded the MOE benchmark requirement of \$4,624,214. We agreed the total expenditures of \$5,538,276 to the amount reported on the City's Expenditure Report (Schedule 3, line 18). No exceptions were found as a result of this procedure.

- 4. Select a sample of MOE expenditures from the City's general ledger expenditure detail, ensuring adequate coverage. Describe the number and percentage of total expenditures selected for testing. For each item selected, perform the following:
 - a. Agree 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; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

<u>Findings</u>: We selected 27 direct MOE expenditures totaling \$2,231,399, which represented approximately 48% of direct MOE expenditures of \$4,626,214 for the fiscal year ended June 30, 2024. We agreed the dollar amount listed on the general ledger to supporting documentation provided by the City. We determined that the expenditures were properly classified as local street and road expenditures and are allowable per the Ordinance. We identified \$376,650 of direct charges that should have been reported as indirect costs. These represented allocation charges for labor related to street and road projects. No other exceptions were found as a result of this procedure.

5. Identify whether or not indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the City's Expenditure Report (Schedule 3, Line 1). Explain any differences. If applicable, obtain details of the indirect costs charged and select a sample of charges for inspection, ensuring adequate coverage. Inspect supporting documentation for reasonableness and appropriate methodology.

<u>Findings</u>: During testing of direct costs at Procedure #4, we identified an additional \$376,650 in indirect costs that were reported as direct costs. These expenditures included allocations of payroll and benefits. We determined that these indirect MOE costs were based upon a reasonable and appropriate methodology. Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, line 1), and discussion with the City's accounting personnel, indirect costs were identified as MOE expenditures for the fiscal year ended June 30, 2024. We agreed \$912,031 of indirect costs (excluding the additional \$376,650 noted in the previous paragraph) per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We selected 25 charges for inspection with a total amount of \$235,589 representing 26% of the total reported MOE indirect costs. Upon inspection, we found these charges were for labor charges, membership dues for public works associations and charges for public works conferences that were directly identifiable as street and road project costs and did not meet the definition of Indirect Costs (Overhead) based on the Guidelines Relating to Gas Tax Expenditures. As such, these costs should have been reported as direct costs. No other exceptions were found as a result of this procedure.

6. Aggregate any expenditures that were not properly classified per procedures (4) an (5) above and report the remaining total MOE expenditures after the removal of such items by comparing to the dollar amount required to be spent per procedure (1) above.

<u>Findings</u>: Total reported expenditures on the M2 report totaled \$5,161,626, which exceeded the total dollar amount required to be spent per procedure (1) of \$4,624,214. The \$376,650 of MOE direct charges should have been reported as indirect costs and the \$235,589 of MOE indirect charges should have been reported as direct costs, but they were both for local street and road projects and were allowable per the Ordinance. No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, 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.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose 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 and is not intended to be, and should not be, used by anyone other than the specified party.

Crowe LLP

Crowe LLP

Costa Mesa, California April 7, 2025

CITY OF ORANGE, CALIFORNIA SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES Year ended June 30, 2024 (Unaudited)

	SCHEDULE A	
Maintenance of Effort (MOE) Expenditures: Indirect and/ or Overhead - Schedule 3, line 1	\$	012 021
indirect and/ or Overnead - Schedule 5, line 1	φ	912,031
Construction & Right-of-Way		
Street Reconstruction	\$	320,153
Signals, Safety Devices, & Street Lights		195,753
Storm Drains		56,498
Total Construction	\$	572,404
Maintenance		
Overlay & Sealing	\$	1,290,131
Street Lights & Traffic Signals		1,862,108
Other Street Purpose Maintenance		901,602
Total Maintenance	\$	4,053,841
Total MOE Expenditures	\$	5,538,276
Measure M2 Local Fair Share Expenditures (Schedule 4):		
13115 - Pavement Management Program Survey	\$	63,147
13120 - Pavement Management Program		3,465,005
14040 - 292 N. Main Street		3,261
16302 - Minor Traffic Control Devices - Various		21,872
16304 - Biennial Traffic Signal Coordination		6,000
20329 - Chapman Batavia Left Turn Mod		159,004
20374 - Streetlight Pole Replacement Program		19,503
20443 - Orange Community Shuttle Feasibility Study		6,489
30167 - Katella Ave Street Rehabilitation		63,950
30168 - Walnut Ave Infrastructure Improvement		162.97
00000 - Other Street Purpose Maintenance		601,620
Total Measure M2 Local Fair Share Expenditures	\$	4,410,013
Total MOE and Measure M2 Local Fair Share Expenditures	\$	9,948,289

Note: The above amounts were taken directly from the financial records of the City of Orange and were not audited.



City of Orange

Finance Department 300 E. Chapman Ave. Orange, CA 92866

April 7, 2025

Board of Directors Orange County Local Transportation Authority and the Taxpayers Oversight Committee of the Orange County Local Transportation Authority Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Orange as of and for the fiscal year ended June 30, 2024.

Procedure #4

Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:

- a. Agree 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; and
- b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

<u>Findings</u>: We selected 27 direct MOE expenditures totaling \$2,231,399, which represented approximately 48% of direct MOE expenditures of \$4,626,214 for the fiscal year ended June 30, 2024. We agreed the dollar amount listed on the general ledger to supporting documentation provided by the City. We determined that the expenditures were properly classified as local street and road expenditures and are allowable per the Ordinance. We identified \$376,650 of direct charges that should have been reported as indirect costs. These represented allocation charges for labor related to street and road projects. No other exceptions were found as a result of this procedure.

<u>City's Response</u>: The City acknowledges the finding that costs were incorrectly categorized as indirect costs and should have been reported as direct costs. Staff will implement procedures to ensure proper reporting of direct and indirect costs.

Procedure #5

Identify whether or not indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the City's Expenditure Report (Schedule 3, Line 1). Explain any differences. If applicable, obtain details of the indirect costs charged and select a sample of charges for inspection, ensuring adequate coverage. Inspect supporting documentation for reasonableness and appropriate methodology.







City of Orange

Finance Department 300 E. Chapman Ave. Orange, CA 92866

<u>Findings</u>: During testing of direct costs at Procedure #4, we identified an additional \$376,650 in indirect costs that were reported as direct costs. These expenditures included allocations of payroll and benefits. We determined that these indirect MOE costs were based upon a reasonable and appropriate methodology.

Based upon inspection of the general ledger detail, the Expenditure Report (Schedule 3, line 1), and discussion with the City's accounting personnel, indirect costs were identified as MOE expenditures for the fiscal year ended June 30, 2024. We agreed \$912,031 of indirect costs (excluding the additional \$376,650 noted in the previous paragraph) per the Expenditure Report (Schedule 3, line 1) to the general ledger detail. We selected 25 charges for inspection with a total amount of \$235,589 representing 26% of the total reported MOE indirect costs. Upon inspection, we found these charges were for labor charges, membership dues for public works associations and charges for public works conferences that were directly identifiable as street and road project costs and did not meet the definition of Indirect Costs (Overhead) based on the Guidelines Relating to Gas Tax Expenditures. As such, these costs should have been reported as direct costs. No other exceptions were found as a result of this procedure.

<u>City's Response</u>: The City acknowledges the finding that costs were incorrectly categorized as indirect costs and should have been reported as direct costs. Staff will implement procedures to ensure proper reporting of direct and indirect costs.

Tom Kisela, City Manager

Trang Mguyen, Finance Director

Christopher Cash, Public Works Director







May 12, 2025

То:	Members of the Board of Directors
From:	Darrell E. Johnson, Chief Executive Officer
Subject:	Amendment to the Master Plan of Arterial Highways

Overview

On April 14, 2025, the Orange County Transportation Authority Board of Directors deferred action for up to 30 days on a recommendation to remove the planned Garfield-Gisler bridge crossing over the Santa Ana River from the Master Plan of Arterial Highways. The deferral was provided in response to a request from the City of Fountain Valley for additional time to confirm its formal position through discussions with the City Council. The City of Fountain Valley has completed its discussions, and the item is being returned to the Board of Directors for consideration.

Aft

Recommendations

- A. Approve amending the Master Plan of Arterial Highways to fully remove the Garfield-Gisler Santa Ana River crossing.
- B. Direct staff to close out the Memorandum of Understanding C-6-0834 among the cities of Costa Mesa, Fountain Valley, and Huntington Beach, and the Orange County Transportation Authority regarding agency responsibilities for implementing the consensus recommendation for the Garfield-Gisler bridge crossing over the Santa Ana River.
- C. Direct the Executive Director of Planning, or her designee, to file a Notice of Exemption from the California Environmental Quality Act in support of the Master Plan of Arterial Highways amendment.

Background

The Garfield-Gisler crossing was first included in Orange County's arterial highway system in 1956 as one of four planned bridges over the Santa Ana River to improve east-west connectivity. While two of these crossings have been built, the Garfield-Gisler and 19th Street-Banning bridges have remained

unconstructed, due in part to community opposition. However, the 19th Street-Banning bridge was removed from the Master Plan of Arterial Highways (MPAH) in 2012 by the Orange County Transportation Authority (OCTA) Board of Directors (Board).

The Garfield-Gisler bridge was reclassified on the MPAH as "Right-of-Way Reserve" in 2006, following years of technical analysis and community engagement. This designation preserved the right-of-way while allowing for further analysis of whether surrounding roadways could function acceptably without the bridge. That decision was formalized through a Memorandum of Understanding (MOU) between OCTA and the cites of Costa Mesa, Fountain Valley, and Huntington Beach (Cities). This MOU (Attachment A) outlined a performance-based approach to considering the full removal of the Garfield-Gisler bridge from the MPAH and included a list of roadway improvements, known as Strategy A, identified to offset the absence of the bridge.

In 2020, OCTA and the Cities amended the MOU (Attachment B) to defer the reevaluation of the surrounding roadways, and a final determination was reached on the disposition of the Garfield-Gisler bridge on the MPAH, until the completion of the Interstate 405 (I-405) Improvement Project, which opened to traffic in late 2023. In November 2024, OCTA reconvened with the Cities and initiated a reevaluation process consistent with the terms of the MOU.

On January 29, 2025, OCTA presented its technical reevaluation to the Cities, comparing current traffic forecasts against the 2006 baseline. This analysis showed that traffic conditions had improved or remained stable in the absence of the bridge. The findings were documented in a technical report prepared by OCTA and a third-party peer review completed by Iteris, Inc. (Attachments C and D, respectively). By early March, all three cities provided concurrence letters supporting the removal of the bridge from the MPAH (Attachments E, F, and G).

Discussion

This item is returning to the Board following a deferral granted at the April 14, 2025 Board meeting, which was intended to allow the City of Fountain Valley (City) additional time to clarify its formal position through a city council study session. That session took place on May 6, 2025. A status report of the study session will be provided at the Board meeting.

As noted, the City initially submitted a letter of concurrence with the findings of the technical review on March 11, 2025. However, on April 10, 2025, the City submitted a retraction letter (Attachment H) citing concerns that not all obligations under the 2006 MOU have been fulfilled.

Amendments to the Master Plan of Arterial Highways

It is important to clarify that the 2006 MOU describes the list of roadway improvements as non-prescriptive, acknowledging that implementation would depend on future development and performance needs. The agreement also committed the agencies to making "reasonable progress" on these improvements.

As of 2025, substantial progress has been made:

- All ten identified intersection improvements have either been completed or determined to be unnecessary since they are still operating at an acceptable level.
- The Talbert-MacArthur bridge lane additions were completed.
- Operational improvements were either completed or partially completed, apart from three bus turnouts that were deemed not necessary to achieve performance standards.

OCTA's reevaluation, conducted using the latest version of the Orange County Transportation Analysis Model, found that traffic conditions in the study area remain stable or improved compared to 2006. The analysis confirmed that the surrounding arterial network is capable of accommodating future demand without the Garfield-Gisler crossing. This conclusion was validated by the third-party peer review. Therefore, the technical basis for removal is valid, and the reevaluation process adhered to the intent of the 2006 MOU.

While consensus remains the goal, the Board retains the authority under Policy 2.13 of the MPAH guidelines to approve amendments without full concurrence of the affected agencies. This approach was previously used in 2012 to remove the 19th Street-Banning crossing from the MPAH.

Summary

OCTA has coordinated closely with the Cities for nearly two decades to evaluate the need for the planned Garfield-Gisler Santa Ana River crossing in accordance with the MOU. In late 2024, following completion of the I-405 Improvement Project, OCTA initiated a reevaluation of the corridor. The reevaluation supported by a third-party peer review—confirmed that the surrounding roadway network is expected to operate acceptably through at least 2050 without the crossing. With the City having now conducted a study session to determine its position, the item is being returned to the Board for consideration.

Attachments

- A. Memorandum of Understanding C-6-0834 Among Cities of Costa Mesa, Fountain Valley and Huntington Beach and the Orange County Transportation Authority Regarding Agency Responsibilities for Implementing the Consensus Recommendation for the Garfield-Gisler Bridge Crossing over the Santa Ana River
- B. Amendment No. 1 to Memorandum of Understanding C-6-0834 Among Cities of Costa Mesa, Fountain Valley and Huntington Beach and Orange County Transportation Authority Regarding Agency Responsibilities for Implementing the Consensus Recommendation for the Garfield-Gisler Bridge Crossing over the Santa Ana River
- C. Garfield-Gisler Santa Ana River Crossing Technical Review
- D. Iteris FINAL Peer Review Garfield-Gisler Santa Ana River Crossing Technical Review
- E. Letter from Raja Sethuraman, Public Works Director, City of Costa Mesa, to Rose Casey, Executive Director, Planning, Orange County Transportation Authority, dated March 13, 2025, re: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana Crossing Technical Review
- F. Letter from Scott Smith, Public Works Director, City of Fountain Valley, to Rose Casey, Executive Director, Planning, Orange County Transportation Authority, dated March 11, 2025, re: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana Crossing Technical Review
- G. Letter from Chau Vu, Director of Public Works, City of Huntington Beach, to Rose Casey, Executive Director, Planning, Orange County Transportation Authority, dated March 17, 2025, re: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana Crossing Technical Review
- H. Letter from Scott Smith, Public Works Director, City of Fountain Valley, to Rose Casey, Executive Director, Planning, Orange County Transportation Authority, dated April 10, 2025, re: Retraction of Garfield-Gisler Bridge Letter

Prepared by:

mit

Ivy Hang Senior Transportation Analyst (714) 560-5684

Approved by:

Rose Carry

Rose Casey Executive Director, Planning (714) 560-5729

MEMORANDUM OF UNDERSTANDING C-6-0834

AMONG

CITIES OF COSTA MESA, FOUNTAIN VALLEY AND HUNTINGTON BEACH

AND

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

REGARDING

AGENCY RESPONSIBILITIES FOR IMPLEMENTING THE CONSENSUS RECOMMENDATION FOR THE

GARFIELD-GISLER BRIDGE CROSSING OVER THE SANTA ANA RIVER

This Memorandum of Understanding (MOU) is entered into among the Orange County Transportation Authority, hereinafter referred to as the OCTA, and the Cities of Fountain Valley, Costa Mesa and Huntington Beach, hereinafter referred to as Cities.

Consistent with the Garfield-Gisler ad-hoc Policy Advisory Committee's consensus recommendation on June 15, 2006, each of the parties to this MOU agrees to support the designation of the Garfield-Gisler Bridge as a "Right-of-Way Reserve1" corridor on the Orange County Master Plan of Arterial Highways (MPAH) and, within their respective General Plans/Long Range Plans, implement the Smart Street and Bridge Widening Strategy A (Strategy A) improvements within their jurisdictions and ensure that buildout of the Garfield-Gisler Bridge is not assumed for land use planning or traffic analysis purposes. This MOU describes the specific duties and responsibilities of each party with respect to supporting these actions.

This document establishes obligations on all parties and constitutes an exchange of promises.

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¹ The Right-of-Way Reserve classification allows local jurisdictions considering deletion of a planned MPAH facility to request OCTA to re-designate the adopted facility as a "Right of Way Reserve" corridor for a specific length of time in order to assess the actual need for it. If OCTA agrees to re-designate the subject facility as a "Right-of-Way Reserve" corridor on the MPAH, then all appropriate City General Plan Circulation Elements shall be revised to reflect such re-designation. During the "reserve" period, the right-of-way shall be preserved however, the planned street shall not be considered as mitigation for development planning purposes. At the end of the designated period, a final decision shall be made regarding reinstatement or deletion of the street on the MPAH.

Recital

The parties acknowledge that this MOU requires that certain actions be taken with regard to amending the general plans and capital improvement programs of the parties hereto and that the parties hereto cannot predetermine those actions that are the subject of public hearings. Nevertheless, the parties agree that the benefits of this MOU are dependent on such actions and therefore commit to conducting said hearings within 6 months of the effective date of this agreement. If such action is not taken within said time line, the benefits of this agreement shall not be available to the parties unless all parties consent to an extension or other arrangement.

Section 1. MPAH and General Plan/Long Range Plan Designations

1.1 OCTA Responsibilities

1.1.1 Amend Master Plan of Arterial Highways

After the cities have amended their General Plans, OCTA shall amend the MPAH to re-designate the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, as a "Right-of-Way Reserve" corridor. Consistent with the MPAH's original concept for the Garfield-Gisler Bridge, the right-of-way reservation shall be for a secondary arterial highway in Costa Mesa and a primary arterial in Fountain Valley and Huntington Beach.

1.1.2 Amend Orange County Long Range Transportation Plan

After the MPAH has been amended and during the next update to the Orange County Long Range Transportation Plan (LRTP), OCTA shall ensure that the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, are reflected as a "Right-of-Way Reserve" corridor in the LRTP.

1.2 Cities' Responsibilities

1.2.1 Amend General Plans

The Cities shall pursue amendment of their General Plan Circulation Elements to reflect that the Garfield- Gisler Bridge and the eastbound and westbound approaches thereto have been designated as a "Right-of-Way Reserve" corridor in the MPAH. Consistent with the MPAH's original concept for the Garfield-Gisler Bridge, the City of Costa Mesa's General Plan shall reserve right-of-way for a secondary

Page 2 of 11

arterial highway within the Garfield-Gisler corridor and the Fountain Valley and Huntington Beach General Plans shall reserve right-of-way for a primary arterial highway within the Garfield-Gisler corridor. Cities shall endeavor to complete the General Plan amendment process within 6 months of final adoption of this MOU.

Section 2. Reasonable Progress Toward Implementing Strategy A Improvements

2.1 OCTA Responsibilities

2.1.1 OCTA Responsibilities for Strategy A Improvements

To ensure reasonable progress toward implementation of Strategy A improvements, OCTA shall:

- a. Make funding for implementation of the Strategy A improvements, as defined in the *Circulation Feasibility Study and Cost Estimate for the Garfield-Gisler Crossing Over the Santa Ana River* (LSA, June 2006), available to the Cities through the Combined Transportation Funding Programs (CTFP). A list of the improvements included in Strategy A is provided as Attachment A hereto.
- b. Utilize the renewed Measure M Signal Synchronization Program and other CTFP programs as funding sources for implementation of the roadway improvements included in Strategy A.
- 2.2 Cities' Responsibilities
- 2.2.1 Cities' Responsibilities for Strategy A Improvements

To ensure reasonable progress toward implementation of Strategy A improvements, the Cities shall:

a. Include Strategy A improvements, as defined in the *Circulation Feasibility Study and Cost Estimate for the Garfield-Gisler Crossing Over the Santa Ana River* (LSA, June 2006), in their Capital Improvement Programs. All projects that emanate from Strategy A shall be considered multi-jurisdictional projects and shall, therefore, be eligible for additional points in OCTA's project prioritization process under the CTFP. A list of the improvements included in Strategy A is provided as Attachment A hereto.

- b. Make applications to OCTA for CTFP funding to implement Strategy A improvements. Such applications shall be supported by local match commitments consistent with the requirements of the CTFP programs from which funds are being requested.
 - 1. Cities agree to make Strategy A projects a priority for available GMA or other interregional funding programs.
- c. Implement Strategy A improvements as expeditiously as possible.
 - Cities agree to initiate Smart Street improvements on Harbor, Brookhurst, Adams and Fairview by the end of calendar year 2010. For purposes of this MOU, Smart Street improvements are defined as synchronization of traffic signals, removal of on-street parking and re-striping within existing right-of-way.
 - 2. Cities agree to make reasonable progress on the Capital Projects by 2015, subject to funding availability. "Reasonable progress" shall be defined as inclusion of noted projects in Capital Improvement Programs (CIPs), preparation of preliminary plans, environmental studies, etc. For the purposes of this MOU, Capital Projects are defined as construction of bus turnouts, consolidation of driveways, construction of turn-pockets, street widening or bridge widening.

3. Cities agree that all Strategy A improvements shall be completed by 2020. If the Cities of Costa Mesa and Huntington Beach do not complete their portions of Strategy A improvements by end of calendar year 2020, then the Garfield-Gisler Bridge will automatically be re-instated on the MPAH as a planned facility. If the City of Fountain Valley has not completed the Strategy A improvements in their city, the Garfield-Gisler Bridge will remain designated "Right of Way Reserve" corridor until all improvements are completed.

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Section 3. Land Use and Transportation Planning and Traffic Analysis

3.1 OCTA Responsibilities

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- 3.1.1 OCTA Responsibilities with Respect to Transportation Planning and Traffic Analysis
 - a. OCTA shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its transportation planning or traffic modeling activities.
 - b. OCTA shall ensure that implementation of the Strategy A program of projects is assumed in its transportation planning, modeling, and analysis activities.
- 3.2 Cities' Responsibilities

3.2.1 Land Use Planning

The Cities shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its land use planning activities.

3.2.2 Transportation Planning and Traffic Analysis

The Cities shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its transportation planning, traffic modeling, or traffic analysis activities.

Section 4. Compliance Monitoring and Reporting

4.1 OCTA Responsibilities

4.1.1 OCTA Responsibilities for Monitoring & Reporting City Compliance

a. OCTA shall monitor the Cities' compliance with the provisions of this MOU every two years through the MPAH Certification Review Process to ensure that the Cities are complying fully with the provisions of this agreement and making reasonable progress toward implementation of the Strategy A improvements. Progress reports shall be presented to the OCTA Board of Directors and the Cities every two years, at the conclusion of the review process.

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- b. Upon completion of all the Strategy A improvements, and consistent with OCTA guidance for MPAH Right-of-Way Reserve corridors, OCTA in coordination with the cities shall re-evaluate traffic levels of service in the project study area to determine whether to delete, continue the reserve, or re-instate the Garfield-Gisler Bridge onto the MPAH as a planned facility.
- 4.2 Cities' Responsibilities
- 4.2.1 Cities Responsibilities for Reporting Compliance

The Cities shall provide progress reports to OCTA every two years through the MPAH Certification Review Process as a means of communicating that the provisions included herein are being implemented fully and expeditiously and that reasonable progress is being made toward implementation of the Strategy A improvements.

Section 5. Amendment

5.1 Amendment

This MOU may be amended by the written consent of all four parties which are signatories hereto.

Jer ATL 12-02-06 ale

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

(Date)

MAYOR, CITY OF COSTA MESA

e com

MAYOR, CITY OF FOUNTAIN VALLEY

1 Sullion

MAYOR, CITY OF HUNTINGTON BEACH

12-4-06

(Date)

12.5.2006

Date)

11-30-06

Date)

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ATTACHMENT A

Introduction

Through its General Plan Circulation Element, each of the cities within the Garfield/Gisler Bridge Crossing Study Area has established traffic level of service (LOS) D or better as representative of acceptable operating conditions on roadways within its jurisdiction. The Garfield/Gisler Study Area currently experiences significant traffic delay at several locations. In addition, the OCTAM model predicts that several intersections in the project study area will operate below LOS D in the Year 2030 if no improvements are made. To help the cities achieve and/or maintain LOS D operations, where feasible, throughout the project study area, Smart Street and Bridge Widening Strategy A includes a list of improvements to offset the traffic impacts associated with projected growth in traffic volumes. That program of projects is presented below.

One of the key concepts included in the "Consensus MOU²" is that each of the cities within the Garfield/Gisler Bridge Crossing Study Area will make "reasonable progress" toward implementing the improvements included in Smart Street and Bridge Widening Strategy A. The intent of this concept is that the cities will, individually and collectively, make reasonable efforts to implement the proposed improvement(s) before traffic levels of service fall below the cities' LOS D standard at any of the locations included in the Smart Street and Bridge Widening Strategy A program of projects.

It should be noted that although the Smart Street and Bridge Widening Strategy A program of projects is specific, it is not meant to be prescriptive. If a city is able to identify an alternative traffic flow improvement which meets the overall objective of achieving and/or maintaining LOS D at any location within the study area, then that improvement shall be considered an acceptable alternative and shall be implemented as a substitute solution to the original recommendation.

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² i.e., the "Memorandum of Understanding among Cities of Costa Mesa, Fountain Valley and Huntington Beach and the Orange County Transportation Authority Regarding Agency Responsibilities for Implementing the Consensus Recommendation for the Garfield/Gisler Bridge Crossing Over the Santa Ana River", October 27, 2006.

MEMORANDUM OF UNDERSTANDING C-6-0834

ATTACHMENT A

City of Costa Mesa

- CM-1 Implement and maintain synchronized traffic signals along Harbor Boulevard between I-405 and Adams Ave.
- CM-2 Implement and maintain synchronized traffic signals along Fairview Road between I-405 and Adams Avenue.
- CM-3 Implement and maintain synchronized traffic signals along Adams Avenue between the Santa Ana River and Fairview Road; coordinate cross-jurisdictional traffic synchronization with the City of Huntington Beach.
- CM-4 Install a bus turnout at the existing bus stop at northbound Harbor Boulevard at Adams Avenue.
- CM-5 Install a bus turnout at the existing bus stop at northbound Harbor Boulevard at MacArthur Boulevard.
- CM-6 Consolidate driveways on the northbound side of Harbor Boulevard at Adams Avenue.
- CM-7 Modify the existing traffic signal at W. Mesa Verde Drive/Adams Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.
- CM-8 Maintain the existing northbound and southbound split phase at Hyland Avenue/ MacArthur Boulevard. Re-stripe the northbound approach to provide dual left-turn lanes, one shared left-through lane, and one right-turn lane.
- CM-9 Add a fourth through lane in the northbound approach Harbor Boulevard/Gisler Avenue.³

CM-10 Add a third northbound left-turn lane at Harbor Boulevard/Adams Avenue, creating triple 200-foot northbound turn lanes with a 120-foot bay taper. Add a southbound right-turn lane for 150 feet with a 90-foot bay taper. Convert the fourth southbound through lane into a shared through-right lane. Add a third eastbound left-turn lane, creating triple 350-foot eastbound left-turn lanes with a 120-foot bay taper.

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ATTACHMENT A

CM-11 Modify the existing traffic signal at Fairview Road/Baker Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.

City of Fountain Valley

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- FV-1 Implement and maintain synchronized traffic signals along Brookhurst Street between Ellis Avenue and Garfield Avenue; coordinate cross-jurisdictional traffic synchronization with the City of Huntington Beach.
- FV-2 Under the lead of the County of Orange or the Orange County Transportation Authority and in coordination with the cities of Costa Mesa and Santa Ana, widen the Talbert Avenue/MacArthur Boulevard Bridge over the Santa Ana River from four to six lanes.
- FV-3 Remove on-street parking on northbound Brookhurst Street between Ellis Avenue and Garfield Avenue.
- FV-4 Modify the existing traffic signal at Ward Street/Talbert Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.
 - FV-5 Under the lead of Caltrans or the Orange County Transportation Authority, reconstruct the westbound right-turn lane at I-405 Southbound Ramp/Ellis Avenue as a channelized free right-turn lane onto the I-405 southbound on-ramp. Eliminate the eastbound left-turn movements by constructing a dedicated eastbound through lane that becomes a slip on-ramp to southbound I-405.⁴
 - FV-6 Reconstruct the northbound right-turn lane on Newhope Street as a channelized free rightturn lane from to eastbound Talbert Avenue (or a City-defined alternative which would achieve LOS D or better in the year 2030).

³ Improvements to this intersection are already planned and funded.

⁴ These improvements will be most effective with associated ramp and mainline improvements as part of a separate effort to improve traffic flow along I-405.

MEMORANDUM OF UNDERSTANDING C-6-0834

ATTACHMENT A

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City of Huntington Beach

- HB-1 Implement and maintain synchronized traffic signals along Brookhurst Street between Garfield Avenue and Adams Avenue; coordinate cross-jurisdictional traffic synchronization with the City of Fountain Valley.
- HB-2 Implement and maintain synchronized traffic signals along Adams Avenue between Brookhurst Street and the Santa Ana River; coordinate cross-jurisdictional traffic synchronization with the City of Costa Mesa.
- HB-3 Remove on-street parking on northbound Brookhurst Street between Garfield Avenue and Adams Avenue.

HB-4 Install a bus turnout at the existing bus stop at northbound Brookhurst Street at Adams Avenue.

- HB-5 Install a bus turnout at the existing bus stop at southbound Brookhurst Street at Adams Avenue.
- HB-6 Consolidate driveways on the northbound and southbound sides of Brookhurst Street at Adams Avenue.
- HB-7 Add a fourth through lane in the north, south, east, and westbound approaches at Brookhurst Street/Adams Avenue. Add dedicated right-turn lanes in the north and southbound approaches.
 - HB-8 Add a second southbound left-turn lane at Bushard Street/Adams Avenue, creating dual 200-foot southbound left-turn lanes with a 120-bay taper.

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AMENDMENT NO. 1 TO

MEMORANDUM OF UNDERSTANDING C-6-0834

AMONG

CITIES OF COSTA MESA, FOUNTAIN VALLEY AND HUNTINGTON BEACH

AND

ORANGE COUNTY TRANSPORTATION AUTHORITY

REGARDING

AGENCY RESPONSIBILITIES FOR IMPLEMENTING THE CONSENSUS RECOMMENDATION

FOR THE

GARFIELD-GISLER BRIDGE CROSSING OVER THE SANTA ANA RIVER

 THIS AMENDMENT NO. 1 to the Memorandum of Understanding (MOU) is effective this

 22nd
 day of
 April
 2020 (Effective Date), entered into among the Orange County

 Transportation Authority ("OCTA"), and the cities of Fountain Valley, Costa Mesa and Huntington Beach, ("Cities").

WITNESSETH:

WHEREAS, by MOU C-6-0834 executed on December 12, 2006, OCTA and Cities entered into a contract describing the specific duties and responsibilities of each party with respect to supporting the actions consistent with the Garfield-Gisler ad-hoc Policy Advisory Committee's consensus recommendation on June 15, 2006, and each of the parties to the MOU agreed to support the designation of the Garfield-Gisler Bridge as a "Right-of-Way Reserve" corridor on the Orange County Master Plan of Arterial Highways (MPAH) and, within their respective General Plans/Long Range Plans, implement the Smart Street and Bridge Widening Strategy A (Strategy A) improvements within their jurisdictions and ensure that buildout of the Garfield-Gisler Bridge is not assumed for land use planning or traffic analysis purposes; and

WHEREAS, OCTA and Cities agree to extend the deadline for completion of the Strategy A improvements and to clarify Subsection 4.1.1 relating to OCTA's responsibilities for monitoring and

Page 1 of 3

C:\Users\stachelb\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\4PR5E871\2019 Garfield Gisler Bridge MOU Amendment - Attachment HB revisions.docx reporting city compliance;

NOW, THEREFORE, it is mutually understood and agreed by OCTA and Cities that MOU C-6-0834 is hereby amended in the following particulars only:

Amend Subsection 2.2.1, <u>Cities' Responsibilities for Strategy A Improvements</u>, page 4 of
 11, Item c, Subitem 3, to delete in its entirety and replace with the following:

"3. Cities agree that all Strategy A Improvements shall be completed by 2025 consistent with the approach and goals identified in Attachment A of the MOU. If the cities of Costa Mesa and Huntington Beach do not complete their portions of Strategy A improvements by end of calendar year 2025, then the Garfield-Gisler Bridge will automatically be re-instated on the MPAH as a planned facility. If the City of Fountain Valley has not completed the Strategy A improvements in their city, the Garfield-Gisler Bridge will remain designated "Right of Way Reserve" corridor until all improvements are completed."

2. Amend Subsection, 4.1.1, <u>OCTA Responsibilities for Monitoring & Reporting City</u> <u>Compliance</u>, Item b, line 1, page 6 of 11, to delete "Upon completion of all the Strategy A improvements" and in lieu thereof replace with "By the end of calendar year 2026".

The balance of MOU C-6-0834 remains unchanged.

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/ IN WITNESS WHEREOF, the parties hereto have cause	d this Amendment No. 1 to
MOU C-6-0834 to be executed as of the date of the last signature below.	1
	4/21/2020
Darrell E. Johnson, Chief Executive Officer	(Date)
ORANGE COUNTY TRANSPORTATION AUTHORITY	
mult	4/20/2020
James M. Donich, General Counsel	(Date)
ORANGE COUNTY TRANSPORTATION AUTHORITY	
	3/12/20
Katrina Foley, Mayor	(Date)
CITY OF COSTA MESA	
Cl Baten	2/18/2020
Cheryl Brothers, Mayor	(Date)
CITY OF FOUNTAIN VALLEY	1/1/2000
Lun Samata Mayor	(Data)
Lyn Semeta, Mayor	(Date)
CITY OF HUNTINGTON BEACH	1
Approved as to form: Junbers Dell Barbor All	her
Kimberly Hall BarlowColin BurnsMichaeAttorney for Costa MesaAttorney for Fountain ValleyAttorne	l Gates y for Huntington Beach
Page 3 of 3	

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GM

PV

APPROVAL RECOMMENDED:

Kia Mortazavi By:

Executive Director, Planning

Dated: 4/20/20

Final Report

Garfield-Gisler Santa Ana River Crossing Technical Review

Orange County, California

Prepared by:



Orange County Transportation Authority 550 S Main St, Orange, CA 92868

Authors:

Brian Smolke, M.S., T.E.; Anup Kulkarni, M.S., Ph.D.; Gregory Nord, MURP

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BACKGROUND

The Orange County Master Plan of Arterial Highways (MPAH) was first adopted by the County of Orange (County) in 1956, and the Orange County Transportation Authority (OCTA) assumed administration responsibilities in 1995. These responsibilities include the review and approval of MPAH amendments proposed by local agencies to maintain the integrity and continuity of the MPAH system. This sometimes requires OCTA to lead cooperative traffic studies and facilitate discussions between local agencies to develop consensus on the proposal before approving amendments. This is consistent with Policy 1.3 in the Guidance for Administration of the Orange County Master Plan of Arterial Highways (MPAH Guidance), as approved by the OCTA Board of Directors (Board) on August 14, 2017. Policy 1.3 requires a coordinated planning process with affected agencies, which helps to avoid or mitigate potential and/or unintended impacts to communities and facilities in neighboring jurisdictions.

The Santa Ana River Crossings as discussed in this report refer to the roadway bridges over the Santa Ana River between Interstate 405 and Pacific Coast Highway that were planned to facilitate east-west traffic flow. These crossings have a long history dating back to the origins of the MPAH in 1956. At that time, the Garfield-Gisler bridge was identified on the MPAH as one of four Santa Ana River Crossings. Two of the four bridge crossings (Hamilton-Victoria and Adams Street) have been constructed. The other two (19th Street-Banning and Garfield-Gisler) bridges remained unbuilt and faced community opposition due to concerns with the potential for increased traffic in local neighborhoods.

In 1991, Costa Mesa requested that the County (the MPAH administrator at that time) remove the Garfield-Gisler bridge and 19th Street-Banning bridge from the MPAH. In 1993, the County and the cities of Costa Mesa, Huntington Beach, Fountain Valley, and Newport Beach (affected agencies) conducted the first traffic study of the proposed bridge deletions, called the Phase I Santa Ana River Crossing (SARX) Study. The study concluded that deletion of the bridges would require substantial improvements to the surrounding arterial highway system to mitigate the traffic that would be diverted. Consequently, the request to delete the bridges from the MPAH was not approved.

At the urging of neighborhood groups and Costa Mesa, the County led another effort to build consensus on alternatives to the planned bridges. An extensive public outreach effort and a Technical Advisory Group (TAG) consisting of the local agencies and citizens identified seven alternatives for further study. The County was on the verge of conducting a comprehensive environmental impact report (EIR) when the Orange County bankruptcy of 1994 occurred. As a result, the study was postponed while the MPAH was transferred to OCTA in 1995.

By 1998, OCTA initiated development of the Santa Ana River Crossings Study and a program level EIR (PEIR) in cooperation with the affected agencies. This effort engaged staff from the affected agencies through a TAG, as well as elected officials from the affected agencies through a Policy Advisory Committee (PAC). The initial range of alternatives was narrowed to one alternative that called for modifications to both the 19th Street-Banning Avenue and Garfield/Gisler Bridges. The Draft PEIR

was prepared in 2001, and a final version was presented to the Board in 2002. However, it was not certified by the Board and remained as a Draft PEIR due to unresolved differences of opinion amongst the jurisdictions.

In 2003, an item was brought to the Board to approve the Combined Transportation Funding Program projects, which included a project submitted by the City of Fountain Valley to develop preliminary designs and a project-level EIR for the Garfield-Gisler Bridge. A decision on funding this project was deferred multiple times to allow more time for the affected agencies to build consensus. In 2004, staff from OCTA and the cities of Fountain Valley and Costa Mesa agreed to recommending approval of the funding for the project with the condition that the study would be led by OCTA, in cooperation with the cities, and include analysis of an alternative to building the bridge. In August 2004, the Board approved the funding consistent with the agreed upon conditions.

In 2005, OCTA initiated the cooperative study, originally known as the Garfield-Gisler Preliminary Engineering and Supplemental Environmental Impact Report (PE/SEIR). The intent was to provide information that would enable the cities of Costa Mesa, Fountain Valley, and Huntington Beach to reach consensus as to whether the bridge should be deleted from the MPAH. As the study progressed, it was determined that the 2001 Draft PEIR could not be used as the basis for an SEIR. Therefore, the SEIR portion was dropped, and the study was renamed the Garfield-Gisler Area Study. OCTA staff held a series of meetings with the TAG and PAC to discuss options for reaching consensus. Through these meetings, it was agreed that:

- 1. OCTA would complete the Garfield-Gisler Area Study, in cooperation with the cities of Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, and the County of Orange.
- 2. The Garfield-Gisler Area Study would provide conceptual technical data and preliminary cost estimates for the following three alternatives:
 - a. Build the Garfield-Gisler Bridge and implement associated roadway improvements
 - b. Do not build the Garfield-Gisler Bridge, but implement roadway improvements generally consistent with those identified for the Garfield-Gisler area in the 2001 Draft PEIR
 - c. Do not build the Garfield-Gisler Bridge, but implement alternative mitigation strategies such as Smart Street improvements on major arterials in the study area to achieve traffic flow enhancements generally equivalent to those that would be realized by constructing the bridge
- 3. Upon completion of the Garfield-Gisler Area Study, OCTA and the cities of Costa Mesa, Fountain Valley, and Huntington Beach would explore options to formalize the study's findings.

In 2006, the results of the study were shared with the PAC. The PAC unanimously voted to advance the Smart Street and Bridge Widening Alternative A improvements (consistent with alternative 2.C in the list above), and to amend the MPAH to reclassify the Garfield-Gisler Bridge as "Right-of-Way Reserve". This classification preserves the right-of-way on the MPAH but requires agencies to refrain from including the facility for general plan purposes or traffic analysis. This direction led to the 2006 memorandum of understanding (MOU) that is in place today, which includes the Smart Street and Bridge Widening Alternative A improvements. With the MOU in place, the party agencies have been working to implement the identified improvements consistent with the MOU terms. The signed 2006 MOU is provided in Appendix A.

In 2019, staff from the MOU party agencies met several times to discuss the status of the agreement. All agencies agreed that the MOU should be amended to allow the 405 Improvement Project to be completed and for traffic patterns to settle before making a final determination of the bridge's disposition on the MPAH. The MOU was officially amended in 2020, and the 405 Improvement Project was subsequently completed and opened to traffic on December 1, 2023. Now, in 2025, this Report has been prepared over one year since the opening of the 405 project and is intended to analyze traffic conditions and recommend a final determination of the requested deletion of the Garfield-Gisler Bridge from the MPAH and conclude the long-standing MOU. The executed amendment to the MOU is provided in Attachment B.

OVERVIEW OF 2025 SARX REVIEW

The 2006 Garfield-Gisler SARX study utilized future-year travel forecasts from the Orange County Transportation Analysis Model (OCTAM) version 3.2, which was the latest version of OCTA's travel forecasting model at the time. This review evaluates future-year traffic forecasts from OCTAM 5.1, the current version of OCTAM (as of February 2025), against those used in the original 2006 Garfield-Gisler study. Comparing different OCTAM versions is uncommon, as the numerous and significant model changes which occur over time result in inconsistent comparisons. However, the approach was necessary for this analysis as the goal was to evaluate how travel patterns changed between the different model versions in the vicinity of the Garfield-Gisler Right-of-Way (ROW) reserve. A key indicator guiding this review was that if congestion increased in the current version of the model, then a more detailed analysis of the MPAH status of the Garfield-Gisler Right-of-Way reserve might be warranted. Meanwhile, if congestion hasn't increased, then the conclusions of the 2006 Garfield-Gisler SARX study remain valid and the Garfield-Gisler ROW reserve can be fully removed from the MPAH without the need of another in-depth traffic study.

This study assessed congestion levels along nearby facilities to the Garfield-Gisler ROW reserve using daily Level-of-Service (LOS) measures as defined in OCTA's MPAH Guidance. Special attention was given to facilities that cross the Santa Ana River parallel to the Garfield-Gisler ROW reserve, but all significant facilities in the vicinity were also analyzed to determine the general trend in the area. Figure 1 below shows the study area and the Garfield-Gisler ROW reserve.

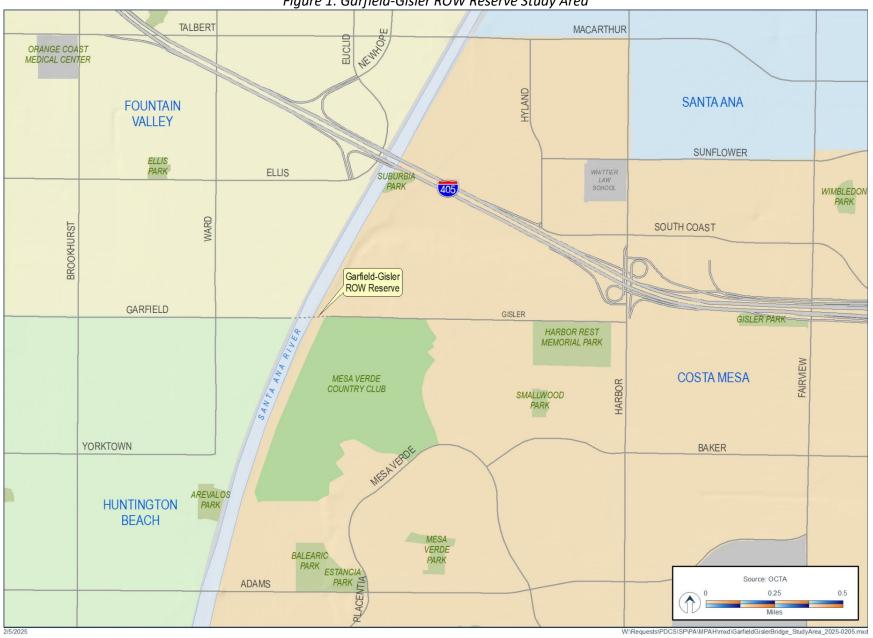


Figure 1: Garfield-Gisler ROW Reserve Study Area

MODEL VERSIONS

The current version of OCTA's travel forecasting model, OCTAM version 5.1, uses demographic data from OCP 2022. The base year for OCP 2022 is 2019 and reflects a population of 3.2 million residents. The OCP 2022 forecast projects a future Orange County population of 3.3 million for the year 2050. This latest forecast indicates a significant slowing of growth for Orange County compared with OCP 2004. This change includes the removal of the previously proposed Banning Ranch housing development, which was a significant land-use assumption in OCTAM 3.2, adding approximately 2,000 new residents near the Garfield-Gisler ROW reserve. Since then, the area has been designated an open space preserve, and the current OCTAM 5.1 model assumes no development there. Additionally, OCTAM 5.1 reflects the current built conditions including both the general purpose and express lane additions as constructed on I-405 in 2023, as well as the existing capacity on MacArthur Boulevard bridge over the Santa Ana River.

OCTAM 5.1 incorporates numerous other updates from OCTAM 3.2, including recalibrated parameters to reflect recently observed trends in travel behavior as well as changes to the overall modeling process to reflect the best state-of-the-practice. One example of such a difference is that OCTAM 3.2 was based in the TRANPLAN travel forecasting software while OCTAM 5.1 runs in TransCAD. TRANPLAN is a notably older travel modeling program that runs in the DOS environment and is no longer supported. TransCAD is considered more capable of developing more accurate models due to its superior data integration, advanced traffic assignment, and enhanced calibration, resulting in more reliable transportation analysis. Table 1 highlights the key differences between the different model versions.

Key Differences	ОСТАМ 3.2	OCTAM 5.1
Horizon Year	2030	2050
Software Platform	TRANPLAN	TransCAD
Demographics	OCP 2004 projected OC population at 3.6 million by 2030	OCP 2022 projects OC population at 3.3 million by 2050
MPAH Assumptions	Includes 2005 MPAH buildout	Includes 2024 MPAH buildout
I-405 Assumptions	Added two general-purpose lanes	Added two general-purpose lanes and one HOV lane, and converted HOV lanes to tolled Express Lanes

Table 1: OCTAM Key Differences

These differences highlight how transportation forecasting has evolved over time, incorporating updated land use projections, infrastructure improvements, and long-term regional mobility needs. The OCTAM 5.1 analysis reflects current conditions more accurately, reinforcing that the removal of the Garfield-Gisler Bridge from the MPAH will not result in significant adverse traffic impacts

FINDINGS

The forecast daily volume and Level of Service (LOS) comparisons between the original (2006) study and current (2025) travel model reveals significant changes in travel demand. Almost all facilities showed decreased forecast volumes, a trend which will be discussed later in the report.

The few locations where forecast traffic volumes increased had additional lanes added since the 2006 study, resulting in greater roadway capacity. For instance, the MacArthur Boulevard bridge over the Santa Ana River, two additional travel lanes were added per the 2006 MOU. The daily volumes on the bridge increased from 30,000 in the 2006 study to 35,000 in the 2025 model, but the additional lanes resulted in the LOS improving from LOS C to LOS B.

The Adams Avenue bridge over the Santa Ana River experienced a reduction in daily volumes from 44,000 to 40,000, maintaining an LOS of C. While congestion on I-405 was not analyzed, the forecasts were reviewed for the sake of completeness and a substantial decrease was observed, from 414,000 to 364,000. Tables 2 and 3 below compare the future LOS and volume forecasts for the key bridges that parallel the Garfield-Gisler ROW reserve.

Table 2: SARX Daily Future MPAH Level of Service Comparison

Roadway	Original (2006) Study	Current Model
MacArthur Blvd	С	В
Adams Ave	С	С

Table 3: SARX Daily Future Volume Comparison

Roadway	Original (2006) Study	Current Model		
MacArthur Blvd	30,000	35,000		
Adams Ave	44,000	40,000		
I-405	414,000	364,000		

Across all facilities in the vicinity of the Garfield-Gisler ROW reserve, LOS remained the same or improved, indicating better traffic conditions compared to the results from 2006. A detailed regional comparison below in Table 4 further highlights reduced traffic volumes and/or improved LOS near the proposed Garfield-Gisler bridge. For example, MacArthur Boulevard (Brookhurst to Ward) saw a 1,000-vehicle increase in volume, but additional lanes resulted in an improvement in LOS from B to A. Ellis Avenue (Brookhurst to I-405 SB ramps) experienced a 4,000-vehicle decrease, with LOS improving from E to C. Similarly, all segments of Harbor Boulevard showed reduced volumes and corresponding LOS improvements, reflecting the positive changes on the surrounding roadway network.

Table 4: OCTAW Segment Level Analysis Comparisons: Original Study and Current Model										
			Original (2006) Traffic Current (2025) Traffic Model Forecast Model Forecast		ADT Original vs Current	Support for Garfield- Gisler Bridge				
Roadway	From	То	Lanes	ADT	LOS	Lanes	ADT	LOS	Model	Removal
MacArthur Boulevard/ Talbert Avenue	Brookhurst St	Ward Street	4	23,000	В	6	24,000	A	1,000	Yes
MacArthur Boulevard/ Talbert Avenue	Ward St	Newhope St	6	27,000	A	6	25,000	A	-2,000	Yes
MacArthur Boulevard/ Talbert Avenue	Newhope St	Mt. Washington St	7	38,000	A	7	37,000	A	-1,000	Yes
MacArthur Boulevard/ Talbert Avenue	Mt. Washington St	Hyland Ave	4	30,000	с	6	35,000	В	5,000	Yes
MacArthur Boulevard/ Talbert Avenue	Hyland Ave	Fairview Rd	6	31,000	A	6	25,000	A	-6,000	Yes
Ellis Avenue	Brookhurst St	I-405 SB ramps	4	34,000	E	4	30,000	С	-4,000	Yes
Euclid Street	I-405 underpass	Talbert Ave	6	37,000	В	6	29,000	A	-8,000	Yes
Garfield Avenue	Brookhurst St	Ward Street	4	10,000	Α	4	9,000	A	-1,000	Yes
Gisler Avenue	Country Club Dr	Harbor Blvd	2	15,000	В	2	8,000	A	-7,000	Yes
Baker Street	Mesa Verde Dr	Royal Palm Dr	2	11,500	E	2	9,000	C	-2,500	Yes
Baker Street	Royal Palm Dr	Harbor Blvd	4	15,000	A	4	9,000	A	-6,000	Yes
Baker Street	Harbor Blvd	Fairview Rd	4	26,000	В	4	24,500	В	-1,500	Yes
Adams Avenue	Brookhurst St	Pinecreek Dr	6	44,000	С	6	40,000	С	-4,000	Yes
Adams Avenue	Pinecreek Dr	Fairview Rd	5	29,000	В	5	27,000	A	-2,000	Yes
Brookhurst Street	Adams Ave	Talbert Ave	6	47,000	D	6	43,800	C	-3,200	Yes
Ward Street	Talbert Ave	Garfield Ave	4	16,000	В	4	9,000	A	-7,000	Yes
Harbor Boulevard	Adams Ave	Baker St	7	66,000	F	7	56,000	D	-10,000	Yes
Harbor Boulevard	Baker St	Gisler Ave	8	67,500	D	8	60,000	С	-7,500	Yes
Harbor Boulevard	Gisler Ave	I-405 SB ramps	7	66,000	F	7	59,000	D	-7,000	Yes
Harbor Boulevard	I-405 SB ramps	South Coast Dr	8	61,000	D	8	61,000	D	0	Yes
Harbor Boulevard	South Coast Dr	Sunflower Ave	7	62,000	E	7	52,000	С	-10,000	Yes
Harbor Boulevard	Sunflower Ave	MacArthur Blvd	6	50,000	D	6	46,000	D	-4,000	Yes

Table 4: OCTAM Segment Level Analysis Comparisons: Original Study and Current Model

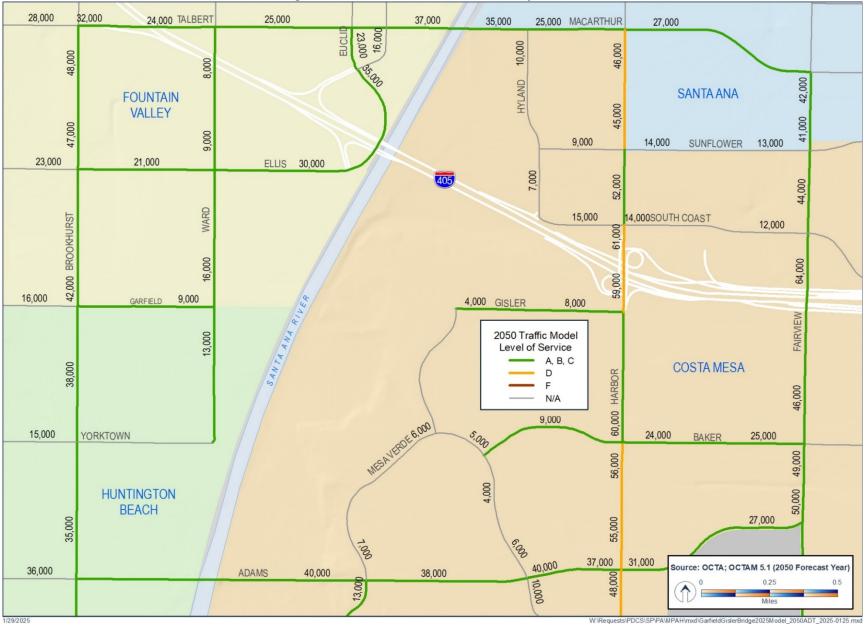


Figure 2: OCTAM Current Model Level of Service

DISCUSSION AND CONCLUSIONS

A comparison of the 2025 OCTAM 5.1 forecasts with the original from the 2006 study (OCTAM 3.2) revealed that congestion has either remained the same or improved on all facilities near the Garfield-Gisler ROW reserve. The reduction in congestion is a trend that occurred through much of Orange County and is the result of numerous changes in the underlying data and assumptions between model versions.

An important change to highlight is the downward trend in forecasted population growth, as reflected in the OCP demographic data integrated into newer model versions. OCP 2004 projected Orange County's to reach 3.6 million by 2030, whereas OCP 2022 forecasts a population of 3.3 million by 2050. The slowing population growth in Orange County aligns with a broader trend observed across California. Part of this change in growth includes the removal of the previously proposed Banning Ranch housing development discussed earlier in the report.

Based on the fact that forecast congestion has not increased in the study area reviewed in this analysis, there is no indication of a need for further in-depth study of the MPAH status of the Garfield-Gisler ROW reserve. It is recommended that the facility be fully removed from the MPAH without significant impacts on traffic or congestion in the area.

APPENDIX 1 – 2006 MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING C-6-0834

AMONG

CITIES OF COSTA MESA, FOUNTAIN VALLEY AND HUNTINGTON BEACH

AND

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

REGARDING

AGENCY RESPONSIBILITIES FOR IMPLEMENTING THE CONSENSUS RECOMMENDATION FOR THE

GARFIELD-GISLER BRIDGE CROSSING OVER THE SANTA ANA RIVER

This Memorandum of Understanding (MOU) is entered into among the Orange County Transportation Authority, hereinafter referred to as the OCTA, and the Cities of Fountain Valley, Costa Mesa and Huntington Beach, hereinafter referred to as Cities.

Consistent with the Garfield-Gisler ad-hoc Policy Advisory Committee's consensus recommendation on June 15, 2006, each of the parties to this MOU agrees to support the designation of the Garfield-Gisler Bridge as a "Right-of-Way Reserve¹" corridor on the Orange County Master Plan of Arterial Highways (MPAH) and, within their respective General Plans/Long Range Plans, implement the Smart Street and Bridge Widening Strategy A (Strategy A) improvements within their jurisdictions and ensure that buildout of the Garfield-Gisler Bridge is not assumed for land use planning or traffic analysis purposes. This MOU describes the specific duties and responsibilities of each party with respect to supporting these actions.

This document establishes obligations on all parties and constitutes an exchange of promises.

¹ The Right-of-Way Reserve classification allows local jurisdictions considering deletion of a planned MPAH facility to request OCTA to re-designate the adopted facility as a "Right of Way Reserve" corridor for a specific length of time in order to assess the actual need for it. If OCTA agrees to re-designate the subject facility as a "Right-of-Way Reserve" corridor on the MPAH, then all appropriate City General Plan Circulation Elements shall be revised to reflect such re-designation. During the "reserve" period, the right-of-way shall be preserved however, the planned street shall not be considered as mitigation for development planning purposes. At the end of the designated period, a final decision shall be made regarding reinstatement or deletion of the street on the MPAH.

Recital

The parties acknowledge that this MOU requires that certain actions be taken with regard to amending the general plans and capital improvement programs of the parties hereto and that the parties hereto cannot predetermine those actions that are the subject of public hearings. Nevertheless, the parties agree that the benefits of this MOU are dependent on such actions and therefore commit to conducting said hearings within 6 months of the effective date of this agreement. If such action is not taken within said time line, the benefits of this agreement shall not be available to the parties unless all parties consent to an extension or other arrangement.

Section 1. MPAH and General Plan/Long Range Plan Designations

1.1 OCTA Responsibilities

1.1.1 Amend Master Plan of Arterial Highways

After the cities have amended their General Plans, OCTA shall amend the MPAH to re-designate the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, as a "Right-of-Way Reserve" corridor. Consistent with the MPAH's original concept for the Garfield-Gisler Bridge, the right-of-way reservation shall be for a secondary arterial highway in Costa Mesa and a primary arterial in Fountain Valley and Huntington Beach.

1.1.2 Amend Orange County Long Range Transportation Plan

After the MPAH has been amended and during the next update to the Orange County Long Range Transportation Plan (LRTP), OCTA shall ensure that the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, are reflected as a "Right-of-Way Reserve" corridor in the LRTP.

1.2 Cities' Responsibilities

1.2.1 Amend General Plans

The Cities shall pursue amendment of their General Plan Circulation Elements to reflect that the Garfield- Gisler Bridge and the eastbound and westbound approaches thereto have been designated as a "Right-of-Way Reserve" corridor in the MPAH. Consistent with the MPAH's original concept for the Garfield-Gisler Bridge, the City of Costa Mesa's General Plan shall reserve right-of-way for a secondary

arterial highway within the Garfield-Gisler corridor and the Fountain Valley and Huntington Beach General Plans shall reserve right-of-way for a primary arterial highway within the Garfield-Gisler corridor. Cities shall endeavor to complete the General Plan amendment process within 6 months of final adoption of this MOU.

Section 2. Reasonable Progress Toward Implementing Strategy A Improvements

2.1 OCTA Responsibilities

2.1.1 OCTA Responsibilities for Strategy A Improvements

To ensure reasonable progress toward implementation of Strategy A improvements, OCTA shall:

- a. Make funding for implementation of the Strategy A improvements, as defined in the *Circulation Feasibility Study and Cost Estimate for the Garfield-Gisler Crossing Over the Santa Ana River* (LSA, June 2006), available to the Cities through the Combined Transportation Funding Programs (CTFP). A list of the improvements included in Strategy A is provided as Attachment A hereto.
- b. Utilize the renewed Measure M Signal Synchronization Program and other CTFP programs as funding sources for implementation of the roadway improvements included in Strategy A.
- 2.2 Cities' Responsibilities
- 2.2.1 Cities' Responsibilities for Strategy A Improvements

To ensure reasonable progress toward implementation of Strategy A improvements, the Cities shall:

a. Include Strategy A improvements, as defined in the *Circulation Feasibility Study and Cost Estimate for the Garfield-Gisler Crossing Over the Santa Ana River* (LSA, June 2006), in their Capital Improvement Programs. All projects that emanate from Strategy A shall be considered multi-jurisdictional projects and shall, therefore, be eligible for additional points in OCTA's project prioritization process under the CTFP. A list of the improvements included in Strategy A is provided as Attachment A hereto.

- b. Make applications to OCTA for CTFP funding to implement Strategy A improvements. Such applications shall be supported by local match commitments consistent with the requirements of the CTFP programs from which funds are being requested.
 - 1. Cities agree to make Strategy A projects a priority for available GMA or other interregional funding programs.
- c. Implement Strategy A improvements as expeditiously as possible.

- Cities agree to initiate Smart Street improvements on Harbor, Brookhurst, Adams and Fairview by the end of calendar year 2010. For purposes of this MOU, Smart Street improvements are defined as synchronization of traffic signals, removal of on-street parking and re-striping within existing right-of-way.
- 2. Cities agree to make reasonable progress on the Capital Projects by 2015, subject to funding availability. "Reasonable progress" shall be defined as inclusion of noted projects in Capital Improvement Programs (CIPs), preparation of preliminary plans, environmental studies, etc. For the purposes of this MOU, Capital Projects are defined as construction of bus turnouts, consolidation of driveways, construction of turn-pockets, street widening or bridge widening.

3. Cities agree that all Strategy A improvements shall be completed by 2020. If the Cities of Costa Mesa and Huntington Beach do not complete their portions of Strategy A improvements by end of calendar year 2020, then the Garfield-Gisler Bridge will automatically be re-instated on the MPAH as a planned facility. If the City of Fountain Valley has not completed the Strategy A improvements in their city, the Garfield-Gisler Bridge will remain designated "Right of Way Reserve" corridor until all improvements are completed.

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Section 3. Land Use and Transportation Planning and Traffic Analysis

3.1 OCTA Responsibilities

- 3.1.1 OCTA Responsibilities with Respect to Transportation Planning and Traffic Analysis
 - a. OCTA shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its transportation planning or traffic modeling activities.
 - b. OCTA shall ensure that implementation of the Strategy A program of projects is assumed in its transportation planning, modeling, and analysis activities.
- 3.2 Cities' Responsibilities

3.2.1 Land Use Planning

The Cities shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its land use planning activities.

3.2.2 Transportation Planning and Traffic Analysis

The Cities shall ensure that buildout of the Garfield-Gisler Bridge, and the eastbound and westbound approaches thereto, is not assumed in any of its transportation planning, traffic modeling, or traffic analysis activities.

Section 4. Compliance Monitoring and Reporting

4.1 OCTA Responsibilities

4.1.1 OCTA Responsibilities for Monitoring & Reporting City Compliance

a. OCTA shall monitor the Cities' compliance with the provisions of this MOU every two years through the MPAH Certification Review Process to ensure that the Cities are complying fully with the provisions of this agreement and making reasonable progress toward implementation of the Strategy A improvements. Progress reports shall be presented to the OCTA Board of Directors and the Cities every two years, at the conclusion of the review process.

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- b. Upon completion of all the Strategy A improvements, and consistent with OCTA guidance for MPAH Right-of-Way Reserve corridors, OCTA in coordination with the cities shall re-evaluate traffic levels of service in the project study area to determine whether to delete, continue the reserve, or re-instate the Garfield-Gisler Bridge onto the MPAH as a planned facility.
- 4.2 Cities' Responsibilities
- 4.2.1 Cities Responsibilities for Reporting Compliance

The Cities shall provide progress reports to OCTA every two years through the MPAH Certification Review Process as a means of communicating that the provisions included herein are being implemented fully and expeditiously and that reasonable progress is being made toward implementation of the Strategy A improvements.

Section 5. Amendment

5.1 Amendment

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This MOU may be amended by the written consent of all four parties which are signatories hereto.

Jen ATL 12-02-06 ale

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

(Date)

MAYOR, CITY OF COSTA MESA

e com

MAYOR, CITY OF FOUNTAIN VALLEY

1 Sullion

MAYOR, CITY OF HUNTINGTON BEACH

12-4-06

(Date)

12.5.2006

Date)

11-30-06

Date)

ATTACHMENT A

Introduction

Through its General Plan Circulation Element, each of the cities within the Garfield/Gisler Bridge Crossing Study Area has established traffic level of service (LOS) D or better as representative of acceptable operating conditions on roadways within its jurisdiction. The Garfield/Gisler Study Area currently experiences significant traffic delay at several locations. In addition, the OCTAM model predicts that several intersections in the project study area will operate below LOS D in the Year 2030 if no improvements are made. To help the cities achieve and/or maintain LOS D operations, where feasible, throughout the project study area, Smart Street and Bridge Widening Strategy A includes a list of improvements to offset the traffic impacts associated with projected growth in traffic volumes. That program of projects is presented below.

One of the key concepts included in the "Consensus MOU²" is that each of the cities within the Garfield/Gisler Bridge Crossing Study Area will make "reasonable progress" toward implementing the improvements included in Smart Street and Bridge Widening Strategy A. The intent of this concept is that the cities will, individually and collectively, make reasonable efforts to implement the proposed improvement(s) before traffic levels of service fall below the cities' LOS D standard at any of the locations included in the Smart Street and Bridge Widening Strategy A program of projects.

It should be noted that although the Smart Street and Bridge Widening Strategy A program of projects is specific, it is not meant to be prescriptive. If a city is able to identify an alternative traffic flow improvement which meets the overall objective of achieving and/or maintaining LOS D at any location within the study area, then that improvement shall be considered an acceptable alternative and shall be implemented as a substitute solution to the original recommendation.

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² *i.e.*, the "Memorandum of Understanding among Cities of Costa Mesa, Fountain Valley and Huntington Beach and the Orange County Transportation Authority Regarding Agency Responsibilities for Implementing the Consensus Recommendation for the Garfield/Gisler Bridge Crossing Over the Santa Ana River", October 27, 2006.

MEMORANDUM OF UNDERSTANDING C-6-0834

ATTACHMENT A

City of Costa Mesa

- CM-1 Implement and maintain synchronized traffic signals along Harbor Boulevard between I-405 and Adams Ave.
- CM-2 Implement and maintain synchronized traffic signals along Fairview Road between I-405 and Adams Avenue.
- CM-3 Implement and maintain synchronized traffic signals along Adams Avenue between the Santa Ana River and Fairview Road; coordinate cross-jurisdictional traffic synchronization with the City of Huntington Beach.
- CM-4 Install a bus turnout at the existing bus stop at northbound Harbor Boulevard at Adams Avenue.
- CM-5 Install a bus turnout at the existing bus stop at northbound Harbor Boulevard at MacArthur Boulevard.
- CM-6 Consolidate driveways on the northbound side of Harbor Boulevard at Adams Avenue.
- CM-7 Modify the existing traffic signal at W. Mesa Verde Drive/Adams Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.
- CM-8 Maintain the existing northbound and southbound split phase at Hyland Avenue/ MacArthur Boulevard. Re-stripe the northbound approach to provide dual left-turn lanes, one shared left-through lane, and one right-turn lane.
- CM-9 Add a fourth through lane in the northbound approach Harbor Boulevard/Gisler Avenue.³

CM-10 Add a third northbound left-turn lane at Harbor Boulevard/Adams Avenue, creating triple 200-foot northbound turn lanes with a 120-foot bay taper. Add a southbound right-turn lane for 150 feet with a 90-foot bay taper. Convert the fourth southbound through lane into a shared through-right lane. Add a third eastbound left-turn lane, creating triple 350-foot eastbound left-turn lanes with a 120-foot bay taper.

ATTACHMENT A

CM-11 Modify the existing traffic signal at Fairview Road/Baker Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.

City of Fountain Valley

- FV-1 Implement and maintain synchronized traffic signals along Brookhurst Street between Ellis Avenue and Garfield Avenue; coordinate cross-jurisdictional traffic synchronization with the City of Huntington Beach.
- FV-2 Under the lead of the County of Orange or the Orange County Transportation Authority and in coordination with the cities of Costa Mesa and Santa Ana, widen the Talbert Avenue/MacArthur Boulevard Bridge over the Santa Ana River from four to six lanes.
- FV-3 Remove on-street parking on northbound Brookhurst Street between Ellis Avenue and Garfield Avenue.
- FV-4 Modify the existing traffic signal at Ward Street/Talbert Avenue to provide a northbound right-turn overlap with the westbound left-turn phase.
 - FV-5 Under the lead of Caltrans or the Orange County Transportation Authority, reconstruct the westbound right-turn lane at I-405 Southbound Ramp/Ellis Avenue as a channelized free right-turn lane onto the I-405 southbound on-ramp. Eliminate the eastbound left-turn movements by constructing a dedicated eastbound through lane that becomes a slip on-ramp to southbound I-405.⁴
 - FV-6 Reconstruct the northbound right-turn lane on Newhope Street as a channelized free rightturn lane from to eastbound Talbert Avenue (or a City-defined alternative which would achieve LOS D or better in the year 2030).

³ Improvements to this intersection are already planned and funded.

⁴ These improvements will be most effective with associated ramp and mainline improvements as part of a separate effort to improve traffic flow along I-405.

/

Ι

MEMORANDUM OF UNDERSTANDING C-6-0834

ATTACHMENT A

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26

City of Huntington Beach

- HB-1 Implement and maintain synchronized traffic signals along Brookhurst Street between Garfield Avenue and Adams Avenue; coordinate cross-jurisdictional traffic synchronization with the City of Fountain Valley.
- HB-2 Implement and maintain synchronized traffic signals along Adams Avenue between Brookhurst Street and the Santa Ana River; coordinate cross-jurisdictional traffic synchronization with the City of Costa Mesa.
- HB-3 Remove on-street parking on northbound Brookhurst Street between Garfield Avenue and Adams Avenue.

HB-4 Install a bus turnout at the existing bus stop at northbound Brookhurst Street at Adams Avenue.

- HB-5 Install a bus turnout at the existing bus stop at southbound Brookhurst Street at Adams Avenue.
- HB-6 Consolidate driveways on the northbound and southbound sides of Brookhurst Street at Adams Avenue.
- HB-7 Add a fourth through lane in the north, south, east, and westbound approaches at Brookhurst Street/Adams Avenue. Add dedicated right-turn lanes in the north and southbound approaches.
 - HB-8 Add a second southbound left-turn lane at Bushard Street/Adams Avenue, creating dual 200-foot southbound left-turn lanes with a 120-bay taper.

Page 11 of 11

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APPENDIX 2 – 2020 AMENDMENT TO THE 2006 MOU

AMENDMENT NO. 1 TO

MEMORANDUM OF UNDERSTANDING C-6-0834

AMONG

CITIES OF COSTA MESA, FOUNTAIN VALLEY AND HUNTINGTON BEACH

AND

ORANGE COUNTY TRANSPORTATION AUTHORITY

REGARDING

AGENCY RESPONSIBILITIES FOR IMPLEMENTING THE CONSENSUS RECOMMENDATION

FOR THE

GARFIELD-GISLER BRIDGE CROSSING OVER THE SANTA ANA RIVER

THIS AMENDMENT NO. 1 to the Memorandum of Understanding (MOU) is effective this <u>22nd</u> day of <u>April</u> 2020 (Effective Date), entered into among the Orange County Transportation Authority ("OCTA"), and the cities of Fountain Valley, Costa Mesa and Huntington Beach, ("Cities").

WITNESSETH:

WHEREAS, by MOU C-6-0834 executed on December 12, 2006, OCTA and Cities entered into a contract describing the specific duties and responsibilities of each party with respect to supporting the actions consistent with the Garfield-Gisler ad-hoc Policy Advisory Committee's consensus recommendation on June 15, 2006, and each of the parties to the MOU agreed to support the designation of the Garfield-Gisler Bridge as a "Right-of-Way Reserve" corridor on the Orange County Master Plan of Arterial Highways (MPAH) and, within their respective General Plans/Long Range Plans, implement the Smart Street and Bridge Widening Strategy A (Strategy A) improvements within their jurisdictions and ensure that buildout of the Garfield-Gisler Bridge is not assumed for land use planning or traffic analysis purposes; and

WHEREAS, OCTA and Cities agree to extend the deadline for completion of the Strategy A improvements and to clarify Subsection 4.1.1 relating to OCTA's responsibilities for monitoring and

Page 1 of 3

reporting city compliance;

NOW, THEREFORE, it is mutually understood and agreed by OCTA and Cities that MOU C-6-0834 is hereby amended in the following particulars only:

Amend Subsection 2.2.1, <u>Cities' Responsibilities for Strategy A Improvements</u>, page 4 of
 11, Item c, Subitem 3, to delete in its entirety and replace with the following:

"3. Cities agree that all Strategy A Improvements shall be completed by 2025 consistent with the approach and goals identified in Attachment A of the MOU. If the cities of Costa Mesa and Huntington Beach do not complete their portions of Strategy A improvements by end of calendar year 2025, then the Garfield-Gisler Bridge will automatically be re-instated on the MPAH as a planned facility. If the City of Fountain Valley has not completed the Strategy A improvements in their city, the Garfield-Gisler Bridge will remain designated "Right of Way Reserve" corridor until all improvements are completed."

2. Amend Subsection, 4.1.1, <u>OCTA Responsibilities for Monitoring & Reporting City</u> <u>Compliance</u>, Item b, line 1, page 6 of 11, to delete "Upon completion of all the Strategy A improvements" and in lieu thereof replace with "By the end of calendar year 2026".

The balance of MOU C-6-0834 remains unchanged.

Page 2 of 3

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' IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to
MOU C-6-0834 to be executed as of the date of the last signature below.
4/21/2020
Darrell E. Johnson, Chief Executive Officer (Date)
ORANGE COUNTY TRANSPORTATION AUTHORITY
thopo20
James M. Donich, General Counsel (Date)
ORANGE COUNTY TRANSPORTATION AUTHORITY
3/12/20
Katrina Foley, Mayor (Date)
CITY OF COSTA MESA Cheryl Brothers, Mayor (Date)
CITY OF FOUNTAIN VALLEY
2/3/2020
Lyn Semeta, Mayor (Date)
CITY OF HUNTINGTON BEACH
Approved as to form: <u>Junderly Hall Barlow</u> Kimberly Hall Barlow Attorney for Costa Mesa <u>Attorney for Fountain Valley</u> <u>Colin Burns</u> <u>Attorney for Fountain Valley</u> <u>Michael Gates</u> <u>Attorney for Huntington Beach</u>
Page 3 of 3

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APPROVAL RECOMMENDED:

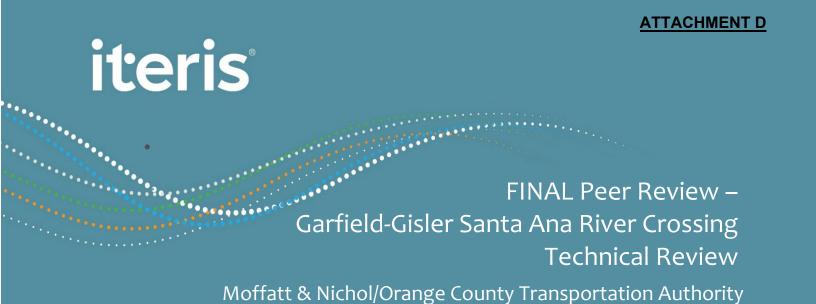
By: Kai Motamm Kia Mortazavi

Executive Director, Planning

Dated: 4/20/20

Page 1 of 1

d-G



Peer Review by:

February 28, 2025

Ted Huynh, P.E., T.E. Senior Manager

Iteris, Inc. 1700 Carnegie Avenue, Suite 100 Santa Ana, CA 92705 (949) 270-9513 thuynh@iteris.com

OF CAL

Exp. 9/30/26

February 28, 2025

Submitted to:



25-12782 | Prepared by Iteris, Inc.



DOCUMENT VERSION CONTROL

DOCUMENT NAME	SUBMITTAL DATE	VERSION NO.
Draft Memorandum	February 20, 2025	1.0
Draft Memorandum	February 28, 2025	1.1
Final Memorandum	February 28, 2025	2.0

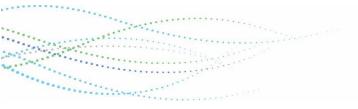




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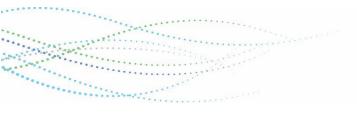
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1 INTRODUCTION

Iteris has reviewed the Garfield-Gisler Santa Ana River Crossing Technical Review (Report) prepared by the Orange County Transportation Authority (OCTA), which was provided to Iteris on February 12, 2025.

The Report summarizes a traffic and transportation assessment comparing daily arterial segment volumes and Levels of Service (LOS) using two different versions of the Orange County Transportation Analysis Model (OCTAM) without the inclusion of the Garfield Avenue-Gisler Avenue Master Plan of Arterial Highways (MPAH) river crossing improvement. The model versions used in the Report are the original OCTAM 3.2 used in the 2006 Garfield-Gisler Circulation Feasibility Study and Cost Estimate (CFS & CE) and the most current version of OCTAM 5.1.

Iteris' role is to identify and provide technical feedback and/or concurrence with the findings presented in the analysis. The results of the review are described in this memorandum as comments referenced to each section of the revised report.

2 REPORT FINDINGS

Below are the peer review findings, which are organized by the headings within the Report.

General

Alterna to

• The cover page has no date or version number.

Background (Pages 1-3)

- This section provides a thorough and comprehensive background to the history of the Santa Ana River crossings from 1991 before OCTA took over managing the Master Plan of Arterial Highways (MPAH) to current day.
- Since 2006, party agencies have been working to implement the 25 mitigation measures in the Cities of Costa Mesa, Huntington Beach, and Fountain Valley, identified in the "Smart Street and Bridge Widening Alternative A Improvements" (Alternative A) scenario from the 2006 Memorandum of Understanding (MOU) developed at that time. Twenty-one (21) of those mitigation measures are either completed or have not triggered the LOS for improvement. Additionally, the I-405 Express Lanes, which were not identified as part of the 2006 MOU, have also been implemented since that time, providing additional roadway capacity across the Santa Ana River, over and above what was assumed in the future year forecasts in the 2006 study.
- The "bridge widening" from the Alternative A scenario refers to the widening of MacArthur Boulevard bridge over the Santa Ana River (actually restriping from four to six lanes within the existing bridge structure). This roadway capacity improvement was completed by 2012. This bridge widening is one of the 25 mitigation measures identified in the 2006 MOU (Fountain Valley FV2) and provides additional east-west capacity over the Santa Ana River.

Summary: This section provides a good general background for a reader unfamiliar with the project.



Overview of 2025 SARX Review (Pages 4-5)

- The premise of this section is that the 2006 CFS & CE study identified a list of 25 mitigation measures that, when implemented, would provide additional roadway throughput in the vicinity of the Garfield-Gisler area, thus eliminating the need for this river crossing. OCTA has tracked these 25 mitigation measures since 2006, and they have either been implemented or are no longer desired or considered necessary. OCTA staff indicated that the relevant enhancements are included in the 2050 OCTAM model networks.
- The methodology states that if future congestion levels are not forecast to be above those in the 2006 study, then the conclusions of the 2006 study will remain valid, and no additional detailed traffic study is necessary. Iteris concurs with this overall methodology.
- This approach is reasonable and is consistent with the approach taken on other projects in the region where older traffic forecasts overstated the most recent traffic volume forecasts, mainly due to significant downward revision of population forecasts throughout the region and state. For example, Caltrans District 8 and the SCAG Transportation Conformity Working Group (TCWG) approved a study with a similar methodology for the future SR-60 Potrero Interchange in the City of Beaumont in December 2024.

Summary: The general approach of the study is reasonable and has recently been utilized in other infrastructure projects in the region.

Model Versions (Page 6)

- This section outlines the differences between the two versions of OCTA's in-house traffic model OCTAM. Namely, OCTAM 3.2, which was used to forecast future Year 2030 traffic volumes in the 2006 traffic study, and the most current version, OCTAM 5.1 with a forecast year of 2050. Notable differences include:
 - Updated modeling software;
 - Updated population and employment forecasts;
 - Updated transportation networks and transit services (including the I-405 Express Lanes project); and
 - o Updated model parameters to reflect the latest observed trend in travel behavior.

Demographic Forecasts

- A key difference between the demographic forecasts used in the two studies is that since the 2006 study future population forecasts have reduced significantly. The future population and employment forecasts used as inputs to OCTAM are determined by the Orange County Projections (OCP) forecasts from Cal-State Fullerton's Center for Demographic Research (CDR), who provide the official population forecast for Orange County. Table 1 in the Report indicates that the 2004 OCP used in the 2006 study forecasts show a forecasted Orange County population of 3.6 million by 2030, while the current projections for 2050 estimate a population of 3.3 million. These projections were reviewed and verified against the OCP website at the CDR.
 - OCP 2004 (Forecast year 2030) population of 3,552,724 (3.6 million) <u>https://www.fullerton.edu/cdr/ resources/pdf/profiles/profilesv9n2.pdf</u>

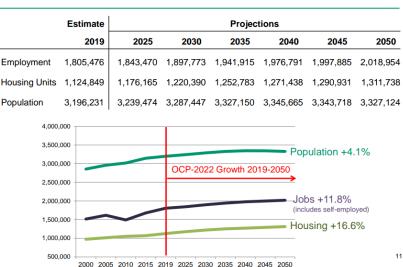


 OCP 2022 (Forecast year 2050) population of 3,327,124 (3.3 million) <u>https://www.fullerton.edu/cdr/ resources/pdf/ocff.pdf</u>

Figure 1 shows details of the OCP 2022 projections in five-year increments, showing Orange County's population peaking around 2040.

Table 1 compares OCP projections for the three Cities adjacent to the Garfield-Gisler study area (Huntington Beach, Costa Mesa, and Fountain Valley). The reduction in population in the three Cities between the two OCP forecasts is 8% compared to 6% for Orange County as a whole. Also, the reduction in population in the three Cities between 2020 and 2024, according to the US Census, is 4% compared to a 2% reduction for the County a whole.





OCP-2022

Table 1: OCP Projections and Census Data in Cities around Garfield-Gisler Bridge Study Area

	OCP 2004	OCP 2022	ОСР	Census		
City	2030	2050	2050 vs 2030	2020	2024	2024 vs 2020
Huntington Beach	223,992	190,719	-15%	198,405	190,037	-4%
Costa Mesa	129,098	129,864	1%	111,918	107,211	-4%
Fountain Valley	66,107	66,213	0%	57,047	54,966	-4%
Three Cities Combined	419,197	386,796	-8%	369,390	354,238	-4%
Orange County	3,552,724	3,327,124	-6%	3,198,050	3,142,009	-2%

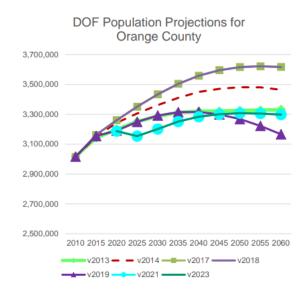
The reduction in the OCP demographic forecasts is consistent with Statewide population forecasts declining over time. In 2007, the California Department of Finance (DOF) forecasted a statewide population of 59.7 million by 2050, which was revised to 49.8 million in 2014. The most current DOF population estimates show a projected statewide population of 41.7 million in 2050, representing only a six (6) percent increase from 2024.



(See https://dof.ca.gov/forecasting/demographics/projections/)

• Figure 2 shows the DOF maximum population forecasts for Orange County also declining over time between 2013 and 2023. The current DOF forecast shows Orange County's population peaking in 2046, then slowly declining.





https://www.mwdoc.com/wp-content/uploads/2023/11/2024.02.05 CDR OCP MWDOC rev.pdf

Another difference between the two versions of OCTAM is the population composition. In 2050, there will be a higher percentage of retired people aged over 65 compared to the 2030 forecasts. That means fewer total trips per capita with a lower percentage of home-to-work trips, which tend to be longer than the average trip length and more likely to occur in the peak hours. In the 2050 forecasts, future trips per person will be fewer, shorter, and less concentrated in the peak hours compared to the 2030 forecasts and, therefore, less likely to exacerbate peak hour congestion.

Summary: Reductions in forecast population increases have been ongoing throughout the state and region for the last 20 years, meaning current traffic volumes forecasts will generally be lower compared to comparable older studies. In addition, the aging population overall will also contribute towards lower future traffic volumes compared to the 2006 study.

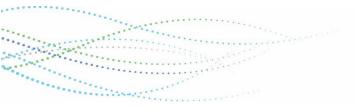
Findings (Pages 7-9)

- This section lays out the segment LOS analysis comparing current forecasts against the 2030 forecast performed in 2006 (OCP 2004). The LOS calculations are consistent with the approach in OCTA's MPAH Amendment guidelines (https://www.octa.net/pdf/mpah_guidlines.pdf).
- Tables 2 and 3 from the Report indicate the volumes have either declined in the 2050 OCTAM 5.1 model when compared to the 2030 OCTAM 3.2 model, and can be attributed to model changes. In the case of the MacArthur Boulevard bridge, additional capacity was provided for this facility,



resulting in additional volumes being reassigned to use this facility with the increased capacity provided.

- Table 4 within the Report summarizes the daily segment LOS results, although daily capacity for each roadway segment and Volume/Capacity (V/C) ratios are not shown in the table. OCTA provided the original spreadsheet data for Iteris' review, which includes the daily segment capacity, V/C ratios, and existing average daily traffic (ADT) counts. The daily capacities were checked against capacity assumptions from Table A-4-1 of the MPAH Guidelines and against the most current MPAH map on the OCTA website. Table 2 below compares the MPAH classification in the OCTA spreadsheet, the OCTA MPAH Map, and the capacity used for the 2030 and 2050 V/C and LOS calculations. There was one location where additional clarification regarding the daily capacity change was provided by OCTA.
 - #16 Ward Street between Talbert Ave and Garfield Ave was noted in the OCTA spreadsheet as having an increase in capacity since 2006. The Ward Street bridge roadway over I-405 was widened from two (2) lanes to four (4) lanes as part of the I-405 Express Lanes project in 2023. This widening converted Ward Street into a divided arterial with a striped median. A review of Google Street View and aerial maps confirm this change was made in 2023, with applicable capacity increase provided as a result. This change in capacity and functional conversion is reflected as going from a secondary arterial in OCTAM 3.2 to a primary arterial in OCTAM 5.1 following the actual I-405 Express Lanes project improvement at this location.





ID	Arterial Segment	From	То	Classification per OCTA spreadsheet	MPAH Map Classification	OCTAM 3.2 2030 Classification	2030 Capacity	OCTAM 5.1 2050 Classification	2050 Capacity	2050 Capacity OK?
1	Talbert Ave	Brookhurst St	Ward Street	Primary**	Primary	Primary	37,500	Major	56,300	Yes
2	Talbert Ave	Ward St	Newhope St	Primary*	Major	Major	56,300	Major	56,300	Yes
3	Talbert Ave	Newhope St	Mt. Washington St	Primary*	Major	Major	65,700	Major	65,700	Yes
4	MacArthur Blvd	Mt. Washington St	Hyland Ave	Primary**	Major	Primary	37,500	Major	56,300	Yes
5	MacArthur Blvd	Hyland Ave	Fairview Rd	Major	Major	Major	56,300	Major	56,300	Yes
6	Ellis Ave	Brookhurst St	I-405 SB ramps	Secondary*	Secondary	Primary	37,500	Primary	37,500	Yes
7	Euclid St	I-405 underpass	Talbert Ave	Primary*	Primary	Major	56,300	Major	56,300	Yes
8	Garfield Ave	Brookhurst St	Ward Street	Primary	Primary	Primary	37,500	Primary	37,500	Yes
9	Gisler Ave	Country Club Dr	Harbor Blvd	Secondary	Secondary	Secondary	22,000	Secondary	22,000	Yes
10	Baker St	Mesa Verde Dr	Royal Palm Dr	Secondary	Secondary	Collector	12,500	Collector	12,500	Yes
11	Baker St	Royal Palm Dr	Harbor Blvd	Secondary	Secondary	Secondary	25,000	Secondary	25,000	Yes
12	Baker St	Harbor Blvd	Fairview Rd	Primary	Primary	Primary	37,500	Primary	37,500	Yes
13	Adams Ave	Brookhurst St	Pinecreek Dr	Major	Major	Major	56,300	Major	56,300	Yes
14	Adams Ave	Pinecreek Dr	Fairview Rd	Major	Major	Major	46,900	Major	46,900	Yes
15	Brookhurst St	Adams Ave	Talbert Ave	Major	Major	Major	56,300	Major	56,300	Yes
16	Ward St	Talbert Ave	Garfield Ave	Secondary**	Secondary	Secondary	25,000	Primary	37,500	Yes
17	Harbor Blvd	Adams Ave	Baker St	Major	Major	Major	65,700	Major	65,700	Yes
18	Harbor Blvd	Baker St	Gisler Ave	Major	Major	Major	75,000	Major	75,000	Yes
19	Harbor Blvd	Gisler Ave	I-405 SB ramps	Major	Major	Major	65,700	Major	65,700	Yes
20	Harbor Blvd	I-405 SB ramps	South Coast Dr	Major	Major	Major	75,000	Major	75,000	Yes
21	Harbor Blvd	South Coast Dr	Sunflower Ave	Major	Major	Major	65,700	Major	65,700	Yes
22	Harbor Blvd	Sunflower Ave	MacArthur Blvd	Major	Major	Major	56,300	Major	56,300	Yes

Table 2: Comparison of MPAH Arterial Segment Classifications and Assumed Daily Capacity (vehicles)

*Notes (from OCTA spreadsheet):

`

• Capacity used in analysis may be different than MPAH designation due to current road configuration

•• Roadway widened in current version of model per construction that was completed since 2006



- There were two other roadway segments which were noted as increasing in capacity between the 2006 study and the current forecasts.
 - #1 Talbert Avenue between Brookhurst Street and Ward Street. This location is the bridge over I-405 which was widened from four (4) to six (6) lanes as part of the I-405 Express Lanes project.
 - #4 MacArthur Boulevard between Mt. Washington Street and Hyland Avenue is the restriping of the bridge over the Santa Ana River trail from four (4) to six (6) lanes, and one of the 25 mitigation measures in the 2006 MOU.
- The Report correctly notes that the only locations where traffic volumes actually increased between the two studies are where throughput improvements were implemented, and where traffic is then reassigned to take advantage of the increased capacity. As OCTA wrote, all other segments experienced decreases in daily traffic volume in the current model compared to the 2006 study.
 Table 3 shows the total study area roadway segment volumes are reduced by 11%, while the average V/C ratio correspondingly is reduced by 15% to 17%, depending on the calculation methodology. This indicates that the future forecast model traffic volumes and V/C are both substantially lower throughout the study area than in the 2006 study.

Metric	OCTAM 3.2 (2030)	OCTAM 5.1 (2050)	2050 vs 2030
Total Volume	806,000	718,300	-11%
Average V/C (simple average)	0.74	0.61	-17%
Average V/C (weighted average)	0.75	0.64	-15%

Table 3: Comparison of 2030 and 2050 Daily Segment Volume and V/C Ratios

• **Table 4** shows the change in daily LOS for the 22 link segments in the report. In the current analysis there are no segments forecast to operate at LOS E or F compared to five (5) segments in the 2006 study.

Table 4.	Summary of Daily Li	ik Segment LOS
LOS	OCTAM 3.2 (2030)	OCTAM 5.1 (2050)
А	5	10
В	6	2
С	2	6
D	4	4
Е	3	-
F	2	_
Total	22	22

Table 4: Summary of Daily Link Segment LOS

It is noted that four (4) segments are forecast to operate LOS D along Harbor Boulevard in 2050 in OCTAM 5.1:

- o #17 Harbor Boulevard between Adams Avenue and Baker Street
- •••• #19 Harbor Boulevard between Gisler Avenue and the I-405 SB Ramps



Manager and the

- #20 Harbor Boulevard between the I-405 SB Ramps and South Coast Drive
- o #22 Harbor Boulevard between Sunflower Avenue and MacArthur Boulevard

Appendix C of the MPAH Guidelines recommends the acceptable standard for link segment LOS as LOS C. However, the 2006 MOU states that LOS D is acceptable for operating conditions on roadways within each jurisdiction, as shown in **Figure 3**. Therefore, the four segments along Harbor Boulevard estimated to operate at LOS D in 2050 meet the acceptable standard established in the MOU, along with the other 18 segments expected to operate LOS C or better.

Figure 3: Level of Service Standards from the 2006 MOU

1	Introduction
2	Through its General Plan Circulation Element, each of the cities within the Garfield/Gisler Bridge
3	Crossing Study Area has established traffic level of service (LOS) D or better as representative of
4	acceptable operating conditions on roadways within its jurisdiction. The Garfield/Gisler Study Area

Summary: Overall forecast traffic volumes and level of service are significantly lower in the 2050 forecasts compared to the older 2030 forecasts. All adjacent roadway segments meet the LOS D acceptable standard per the adjacent City's General Plan Guidelines and the 2006 MOU. It is suggested that Table 4 in the OCTA report provide additional notes to explain changes in capacity from the original MPAH designation where appropriate and where model volumes have increased, since they correspond to throughput increases and subsequent traffic demand reassignment, not due to increased traffic itself.

Discussion and Conclusions (Page 10)

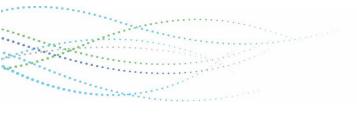
- This section of the Report states that the current 2050 traffic forecasts and operational analysis show reduced projections in traffic volumes and reduced congestion compared to the 2030 forecasts in the 2006 study, largely as a result of reduced population forecasts within the study area and throughout Orange County. Part of the reduction is the recent elimination of the proposed Banning Ranch housing development approximately three miles south of the Garfield-Gisler area. This area is in the process of being converted to a public park and the future housing previously included in OCTAM TAZ 1276 has been therefore removed from OCTAM 5.1.
- The Report's conclusion is that since current forecast future traffic volumes are lower than the 2006 study and forecast congestion is significantly lower, there is no need for further in-depth study on the MPAH status of the Garfield-Gisler river crossing and the facility can by fully removed from the MPAH without significant impacts on traffic volumes or congestion in the surrounding area.

Summary: The analysis in the Report clearly reviews and shows that forecasted traffic volumes in the 2050 forecast year scenario in OCTAM 5.1 are significantly lower than when compared to the forecast 2030 volumes from the 2006 traffic study and its use of OCTAM 3.2. The cities of Fountain Valley, Costa Mesa, and Huntington Beach agreed to the Alternative A scenario improvements based on the 2006 study results, and the OCTAM 5.1 results provided in the report indicate that these mitigation measures have limited or reduced nearby future forecast roadway segment traffic volumes and corresponding V/C



and LOS. The results in this Report are also based on the 2050 forecast year, an additional 20 years beyond the original 2006 study. The findings from the Report show that declining forecasts in future population have correlated to a reduction in forecast traffic volumes and V/C ratios in the Garfield-Gisler study area, as discussed in the Model Versions section. Furthermore, all roadway segments in 2050 continue to satisfy the LOS D standard established in the 2006 MOU agreed to by the three cities.

Iteris therefore concurs with and supports OCTA's conclusion that there is no need to further study the MPAH status of the Garfield-Gisler river crossing. The Report's overall conclusion and findings are technically sound and are supported by the overall comparison of OCTAM 3.2's year 2030 forecast from 2006, and the current OCTAM 5.1's year 2050 forecast, in terms of projected traffic volumes and corresponding LOS.





CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

FROM THE OFFICE OF THE PUBLIC WORKS DIRECTOR

March 13, 2025

Rose Casey, PE Executive Director, Planning Orange County Transportation Authority 550 South Main Street Orange, CA 92868

Subject: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana River Crossing Technical Review

Dear Ms. Casey:

In response to the transmittal dated March 4, 2025, the City of Costa Mesa (City) acknowledges receipt of the Garfield-Gisler Santa Ana River Crossing Technical Review (Technical Review), as prepared by the Orange County Transportation Authority (OCTA) and peer reviewed by Iteris Inc, and which includes the 2006 Memorandum of Understanding (MOU) and Amendment 1 to the MOU signed in 2020.

The Technical Review assesses whether network improvements near the planned Garfield-Gisler bridge—including the implemented Smart Street and Bridge Widening Strategy A (Strategy A) improvements from the MOU—can maintain or enhance the performance forecasted in the 2006 Garfield-Gisler Circulation Feasibility Study. Therefore, the 2006 results, which used the Orange County Transportation Analysis Model (OCTAM) 3.2, were compared with results from the latest model, OCTAM 5.1. Key differences in the model versions include updated demographic forecasts, addition of the 405 Express Lanes, and use of more advanced modeling software.

Based on the Technical Review and coordination with the MOU parties, the City finds that:

- 1. The methodology used by OCTA was appropriate for this analysis, and the findings and conclusions of the Technical Review are sufficient and do not indicate a need for further analysis.
- All parties have fulfilled their obligations as specified in the MOU, as amended in 2020, and all necessary Strategy A improvements have been successfully implemented/fulfilled to ensure acceptable traffic operations.
- 3. The City fully supports amending the Master Plan of Arterial Highways to remove the Garfield-Gisler bridge with no need for any mitigation measures.

If you require any additional information or clarification, please feel free to contact me at (714) 754-5343 or by e-mail at <u>raja.sethuraman@costamesaca.gov</u>.

Sincerely,

Raja Sethuraman Public Works Director



CITY OF FOUNTAIN VALLEY

www.fountainvalley.org

10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4400, FAX: (714) 593-4498

March 11, 2025

Rose Casey, PE Executive Director, Planning Orange County Transportation Authority 550 South Main Street Orange, CA 92868

Subject: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana River Crossing Technical Review

Dear Ms. Casey:

In response to the transmittal dated March 4, 2025, the City of Fountain Valley (City) acknowledges receipt of the Garfield-Gisler Santa Ana River Crossing Technical Review (Technical Review), as prepared by the Orange County Transportation Authority (OCTA) and peer reviewed by Iteris Inc. (Ted Huynh, P.E., Senior Manager), and which includes the 2006 Memorandum of Understanding (MOU) and Amendment 1 to the MOU signed in 2020.

The Technical Review assesses whether network improvements near the planned Garfield-Gisler bridge—including the implemented Smart Street and Bridge Widening Strategy A (Strategy A) improvements from the MOU—can maintain or enhance the performance forecasted in the 2006 Garfield-Gisler Circulation Feasibility Study. Therefore, the 2006 results, which used the Orange County Transportation Analysis Model (OCTAM) 3.2, were compared with results from the latest model, OCTAM 5.1. Key differences in the model versions include updated demographic forecasts, addition of the 405 Express Lanes, and use of more advanced modeling software.

Based on the Technical Review and coordination with the MOU parties, the City concurs with Iteris' and OCTA's findings that:

- 1. The methodology used by OCTA was appropriate for this analysis, and the findings and conclusions of the Technical Review appear sufficient, indicating there is no need for further analysis.
- 2. All parties have reasonably fulfilled their obligations as specified in the MOU, as amended in 2020, and all necessary Strategy A improvements have been successfully implemented/fulfilled to ensure acceptable traffic operations.
- The City does not object to amending the Master Plan of Arterial Highways to remove the Garfield-Gisler bridge, denoting there is no need for respective mitigation measures.

If you require any additional information or clarification, please feel free to contact me at (714) 593-4435 or <u>scott.smith@fountainvally.gov</u>.

Sincerely,

Scott Smith P.E., P.L.S., T.E. Public Works Director

ATTACHMENT G



HUNTINGTON BEACH

Chau Vu | Director of Public Works

March 17, 2025

Rose Casey, PE Executive Director, Planning Orange County Transportation Authority 550 South Main Street Orange, CA 92868

Subject: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana River Crossing Technical Review

Dear Ms. Casey:

In response to the transmittal dated March 4, 2025, the City of Huntington Beach (City) acknowledges receipt of the Garfield-Gisler Santa Ana River Crossing Technical Review (Technical Review), as prepared by the Orange County Transportation Authority (OCTA) and peer reviewed by Iteris Inc, and which includes the 2006 Memorandum of Understanding (MOU) and Amendment 1 to the MOU signed in 2020.

The Technical Review assesses whether network improvements near the planned Garfield-Gisler bridge—including the implemented Smart Street and Bridge Widening Strategy A (Strategy A) improvements from the MOU—can maintain or enhance the performance forecasted in the 2006 Garfield-Gisler Circulation Feasibility Study. Therefore, the 2006 results, which used the Orange County Transportation Analysis Model (OCTAM) 3.2, were compared with results from the latest model, OCTAM 5.1. Key differences in the model versions include updated demographic forecasts, addition of the 405 Express Lanes, and use of more advanced modeling software.

Based on the Technical Review and coordination with the MOU parties, the City finds that:

- 1. The methodology used by OCTA was appropriate for this analysis, and the findings and conclusions of the Technical Review are sufficient and do not indicate a need for further analysis.
- 2. All parties have fulfilled their obligations as specified in the MOU, as amended in 2020, and all necessary Strategy A improvements have been successfully implemented/fulfilled to ensure acceptable traffic operations.
- 3. The City fully supports amending the Master Plan of Arterial Highways to remove the Garfield-Gisler bridge with no need for any mitigation measures.

If you require any additional information or clarification, please feel free to contact Bob Stachelski at (714) 536-5523 or bstachelski@surfcity-hb.org.

Sincerely For Chau Vu

Director of Public Works

ATTACHMENT H



CITY OF FOUNTAIN VALLEY

www.fountainvalley.org

10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4400, FAX: (714) 593-4498

April 10, 2025

Rose Casey, PE Executive Director, Planning Orange County Transportation Authority 550 South Main Street Orange, CA 92868

Subject: Retraction of Garfield-Gisler Bridge Letter

Dear Ms. Casey:

Upon further evaluation, it has been determined that all provisions within the Memorandum of Understanding (MOU) have not been completed. Therefore, the City of Fountain Valley (City) retracts the attached March 11, 2025, letter and cannot support amending the Master Plan of Arterial Highways to remove the Garfield-Gisler bridge.

The City firmly requests that Orange County Transportation Authority (OCTA) staff remove this item from next week's Board Meeting agenda (April 14, 2025) until the issues are discussed and resolved.

If you have questions concerning this letter, please contact me at (714) 593-4435 or <u>scott.smith@fountainvally.gov</u>.

Sincerely,

Scott Smith P.E., P.L.S., T.E. Public Works Director

Attachment:

Letter dated March 11, 2025



CITY OF FOUNTAIN VALLEY

10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4400, FAX: (714) 593-4498

March 11, 2025

Rose Casey, PE Executive Director, Planning Orange County Transportation Authority 550 South Main Street Orange, CA 92868

Subject: Master Plan of Arterial Highways – Concurrence with the Garfield-Gisler Santa Ana River Crossing Technical Review

Dear Ms. Casey:

In response to the transmittal dated March 4, 2025, the City of Fountain Valley (City) acknowledges receipt of the Garfield-Gisler Santa Ana River Crossing Technical Review (Technical Review), as prepared by the Orange County Transportation Authority (OCTA) and peer reviewed by Iteris Inc. (Ted Huynh, P.E., Senior Manager), and which includes the 2006 Memorandum of Understanding (MOU) and Amendment 1 to the MOU signed in 2020.

The Technical Review assesses whether network improvements near the planned Garfield-Gisler bridge—including the implemented Smart Street and Bridge Widening Strategy A (Strategy A) improvements from the MOU—can maintain or enhance the performance forecasted in the 2006 Garfield-Gisler Circulation Feasibility Study. Therefore, the 2006 results, which used the Orange County Transportation Analysis Model (OCTAM) 3.2, were compared with results from the latest model, OCTAM 5.1. Key differences in the model versions include updated demographic forecasts, addition of the 405 Express Lanes, and use of more advanced modeling software.

Based on the Technical Review and coordination with the MOU parties, the City concurs with Iteris' and OCTA's findings that:

- 1. The methodology used by OCTA was appropriate for this analysis, and the findings and conclusions of the Technical Review appear sufficient, indicating there is no need for further analysis.
- 2. All parties have reasonably fulfilled their obligations as specified in the MOU, as amended in 2020, and all necessary Strategy A improvements have been successfully implemented/fulfilled to ensure acceptable traffic operations.
- The City does not object to amending the Master Plan of Arterial Highways to remove the Garfield-Gisler bridge, denoting there is no need for respective mitigation measures.

If you require any additional information or clarification, please feel free to contact me at (714) 593-4435 or <u>scott.smith@fountainvally.gov</u>.

Sincerely,

Scott Smith P.E., P.L.S., T.E. Public Works Director

Amendment to the Master Plan of Arterial Highways



Garfield-Gisler Santa Ana River Crossing

- Cities of Costa Mesa and Huntington Beach began the process to delete the Garfield-Gisler crossing in early 1990s
- Multiple studies undertaken into early 2000s with no consensus among the three cities
- Garfield-Gisler Area Study (2006)
 - Determined improvements to address future demand without the bridge
- Memorandum of Understanding (MOU) signed in 2006 by all three cities

Garfield-Gisler Bridge MOU Requirements

- Place bridge in Right-of-Way Reserve
- Make "reasonable progress" on non-prescriptive improvements for maintaining acceptable operations without the bridge
- Reevaluate before fully removing the bridge from the Master Plan of Arterial Highways (MPAH)
- 2020 MOU amendment deferred the reevaluation until the completion of the Interstate 405 Improvement Project, which opened to traffic in late 2023

Garfield-Gisler Bridge – Technical Review Findings

- 2025 Reevaluation Results:
 - Network performance remains stable or improved compared to 2006 study
- Consensus Findings:
 - Additional analysis not warranted
 - Bridge is not needed to meet future traffic needs
- Peer Review Confirmation:
 - Third-party review by Iteris, Inc. validated methods and findings
- Closure Recommended:
 - Conclusion of collaborative process needs to be documented through an MPAH amendment

Conclusion

- Approved by the Regional Transportation Planning Committee on April 7, 2025
- Board deferred action for 30 days to allow the City of Fountain Valley time to confirm its position
- Fountain Valley City Council study session was held on May 6, 2025
- The recommendation on the removal of the Garfield-Gisler Bridge from the MPAH is being returned to the Board for consideration



May 7, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.



May 8, 2025

To:

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From: Darrell E. Johnson, Chief Executive Officer

Transit Committee

Subject: OC Streetcar Project Quarterly Update

Overview

The Orange County Transportation Authority is implementing the OC Streetcar project, and updates are provided to the Board of Directors on a quarterly basis. This report covers OC Streetcar project activities from January 2025 through April 2025.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA), in cooperation with the cities of Santa Ana and Garden Grove, is implementing a modern streetcar running between the Santa Ana Regional Transportation Center in the City of Santa Ana (City) and the intersection of Harbor Boulevard and Westminster Avenue in the City of Garden Grove. The OC Streetcar project (Project) will improve transit connectivity and accessibility, increase transit options, relieve congestion, and provide benefits to the community and traveling public. The Project is being implemented as part of Measure M2 Project S – Transit Extensions to Metrolink, approved by Orange County voters in November 2006.

Construction of the 4.15-mile alignment involves complex and specialized work, including the installation of embedded track in existing streets, an overhead contact system (OCS) to supply power to the vehicles, new traffic signals and transit signal priority at intersections, stops with canopies, bridges, and a maintenance and storage facility (MSF). A map of the alignment is included in Attachment A.

The Project includes ten streetcar stops in each direction (four shared center platforms and six side platforms in each direction, for a total of 16 platforms). Each stop includes a canopy, benches, leaning rails, trash cans, lighting, variable message signs, video cameras, a public address system, and ticket vending machines. Platforms will be 14 inches high to enable level boarding to streetcar vehicles.

The MSF can accommodate up to 15 modern streetcar vehicles, as well as all necessary administration, operations, vehicle maintenance, parts storage, and maintenance-of-way needs for the Project. The MSF will also include secured exterior vehicle storage, a wye track for turning vehicles end-for-end, a free-standing vehicle wash, employee parking, and fire department/delivery access.

On March 26, 2018, the OCTA Board of Directors (Board) awarded a contract to Siemens Industries, Inc. (Siemens) for the manufacturing and delivery of eight modern streetcar vehicles, spare parts, and special tools. On September 24, 2018, the Board awarded the construction contract for the Project to Walsh Construction Company II, LLC (Walsh). On November 30, 2018, the Federal Transit Administration (FTA) executed the Full Funding Grant Agreement (FFGA), securing \$149 million in federal New Starts discretionary funding for the Project. In February 2019, the FFGA was funded through the FTA Transit Award Management System, which was the last step necessary to begin the drawdown of federal funding. As of 2025, \$136.6 million has been drawn from the FFGA. On May 22, 2020, the Board awarded a contract to Herzog Transit Services, Inc. (Herzog), to provide operations and maintenance services for the initial start-up and pre-revenue period, and a five-year revenue term.

Discussion

The following is the status of completed milestones and ongoing project activities related to construction, vehicle manufacturing, operations, and public outreach.

Construction

Significant progress continues to be made on project construction in preparation for the upcoming delivery of OC Streetcar vehicles. The bridges over the Santa Ana River and Westminster Avenue are complete, all tracks and OCS poles have been installed, three of the four traction power substations have been installed and energized, and station platforms and major amenities have been installed.

During the reporting period, several significant project milestones were achieved. The construction milestone related readiness of the MSF to receive vehicles was achieved on February 28, 2025, and a temporary certificate of occupancy for the MSF was issued by the City on March 20, 2025. These milestones were significant accomplishments related to advancing the overall project schedule.

Other construction activities that are complete or ongoing this quarter include:

Pacific Electric Right-of-Way (PE ROW)

- Overhead wire installation on OCS poles is over 90 percent complete
- Train warning and gate systems installation at the Fairview Street, Fifth Street, and Raitt Street at-grade crossings are over 90 percent complete
- Final train signal control programming is ongoing

MSF

- Installation of underground water lines, landscaping, doors, sidewalk along Fifth Street, Information Technology room, heating, ventilation, air conditioning, drywall, plumbing, and electrical work is complete
- Furniture delivered for a majority of the offices and bathroom plumbing, carpeting, and indoor signage is complete
- Asphalt concrete is complete in the yard track area and the car wash structure is complete
- Installation of the wheel truing machine used for maintenance of the streetcar vehicles is complete

City Streets

- Reconstruction of sidewalks, driveways, and curb and gutter are complete throughout the Project
- Landscaping is over 90 percent complete
- Work at Sasscer Park is complete
- Minor paving activities and striping continue

Streetcar Vehicles

With the temporary certificate of occupancy, OCTA can commence vehicle delivery. In preparation for this milestone, the Siemens commissioning team was deployed to the MSF to set up all requisite resources. In early April 2025, the first set of vehicle special tools and test equipment was delivered to the MSF.

A significant project milestone transpired at the end of April with the delivery of the first streetcar vehicle to the MSF. The remaining vehicles are currently at the Siemens facility in the City of Sacramento and are being prepared for shipment.

Negotiations are progressing with Siemens Mobility, Inc. (SMI) regarding long-term storage and other related items. Staff anticipates returning to the Board in the summer for a potential amendment to the SMI contract.

Operations

The following is a status of key operations activities:

- Herzog continues to mobilize their forces and hire for operators and technicians
- Training has begun on switch maintenance, transfer switches, emergency generators, and lighting control systems. Training activities are expected to increase as MSF occupancy progresses and Herzog and Siemens staff are present on-site
- Final preparations for the Roadway Worker Protection (RWP) training program in compliance with California Public Utilities Commission (CPUC) General Order 175-A are in progress, and staff anticipates that Herzog will begin scheduling training sessions for RWP certification by May 2025
- In April 2025, OCTA staff joined the CPUC for a site inspection of the project alignment to assess progress, identify safety concerns, and ensure compliance
- Negotiations are ongoing with the City of Garden Grove for the operations and maintenance agreement

Public Outreach

The following is a status of key public outreach activities:

- Monthly construction activity email ongoing
- Distribution of bilingual notifications for targeted construction activities, including various lane closures. Preparation for vehicle delivery later this month
- Safety education presentations to Artesia Pilar Neighborhood Association and Santa Ana Collaborative meetings
- Safety education materials distributed at Tet Festival, Carver Elementary School Read Across America Booth, Romero/Cruz Open House, Magnolia Science Academy Health Fair, Garfield Elementary Open House, and Lydia Romero School

Cost and Schedule

In February 2025, the Board approved a revised project budget of \$649 million and a revised revenue service date of March 2026. Staff continues to track project expenditures and schedule accordingly.

Next Steps

OCTA staff will continue to work closely with Walsh to complete the MSF for vehicle testing activities. As the first streetcar vehicle has been delivered, testing will commence late this spring in the PE ROW and then later this summer in the in the City streets. The outreach team will continue to provide oversight of construction activities, as well as ongoing project education and safety messaging at community events.

Summary

An OC Streetcar project update covering January 2025 through April 2025 is provided for the Orange County Transportation Authority Board of Directors' review.

Attachment

A. Project Alignment

Prepared by:

y Mills

Jeff Mills, P.E. Director, Capital Project Delivery (714) 560-5925

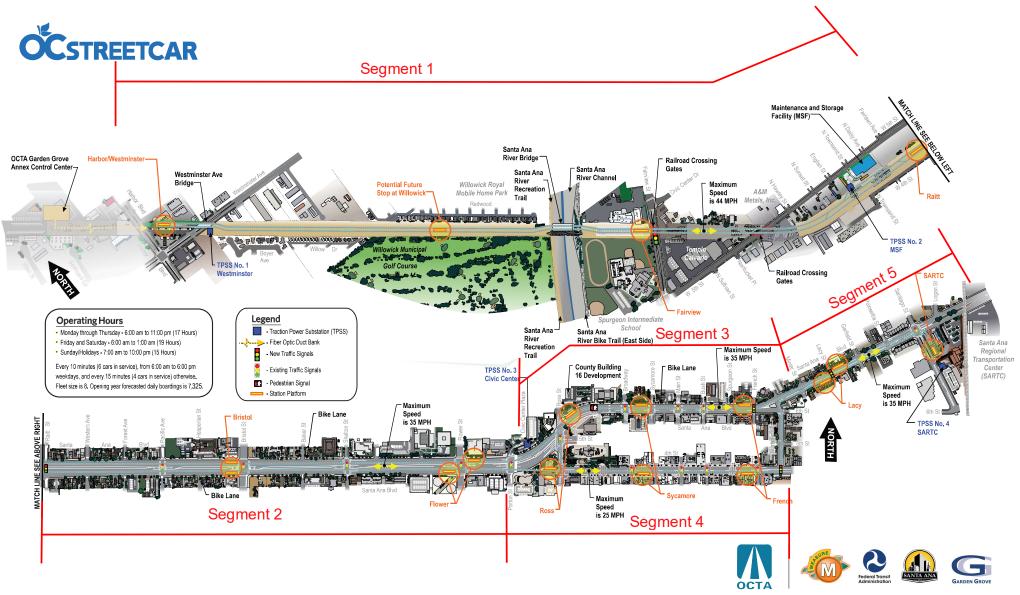
Approved by:

And SRI

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

ATTACHMENT A

Project Alignment



05.10.2018 Prepared by HDR, Inc.





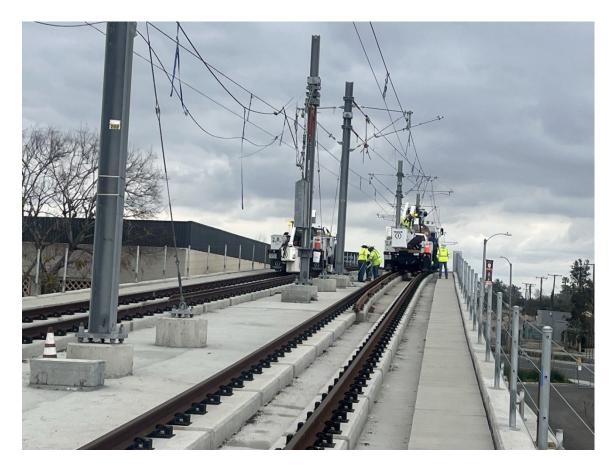
Project Location and Key Features



2

Construction Progress in Pacific Electric Right-of-Way



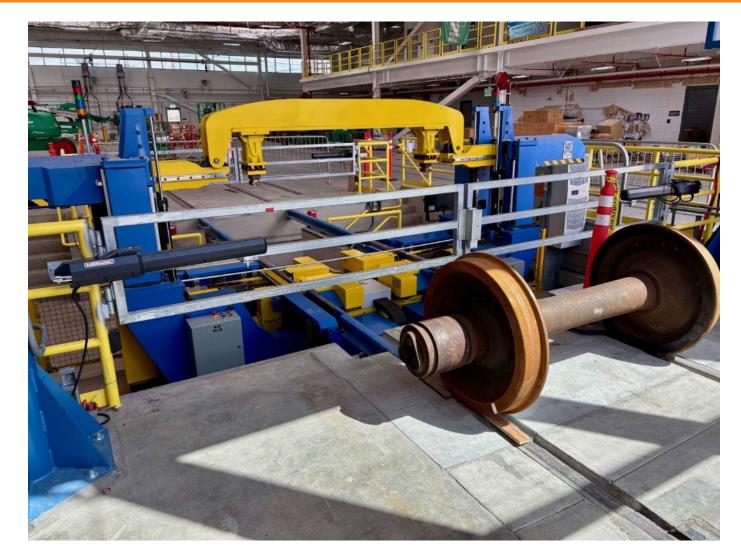


Fairview Street crossing signal and train control installation

Overhead contact system work at Westminster Avenue bridge

Construction Progress at Maintenance and Storage Facility (MSF)

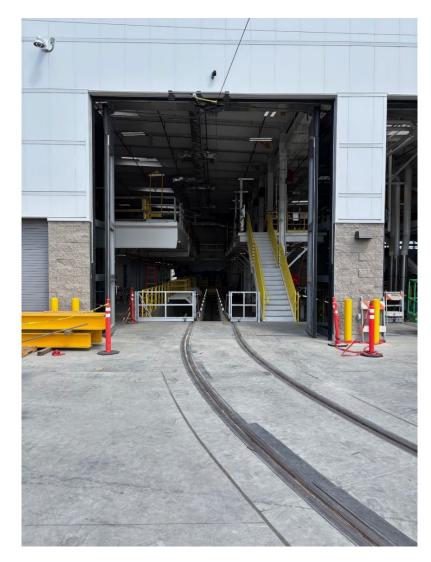


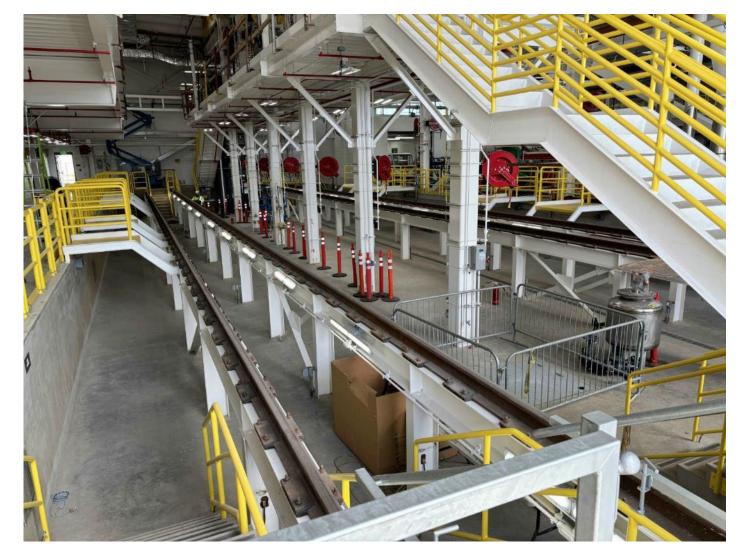


Exterior building signage

Wheel truing machine

Construction Progress at MSF (cont.)

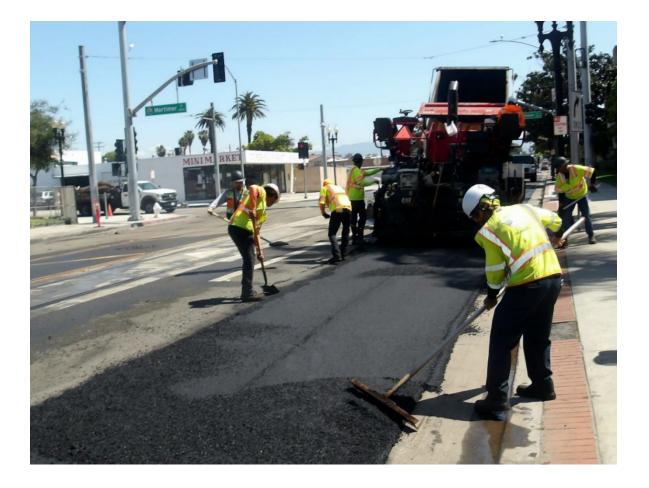




Entrance leading to Bay 1

Interior Bay 1

Construction Progress in City Streets



Paving at Fourth Street and Mortimer Street

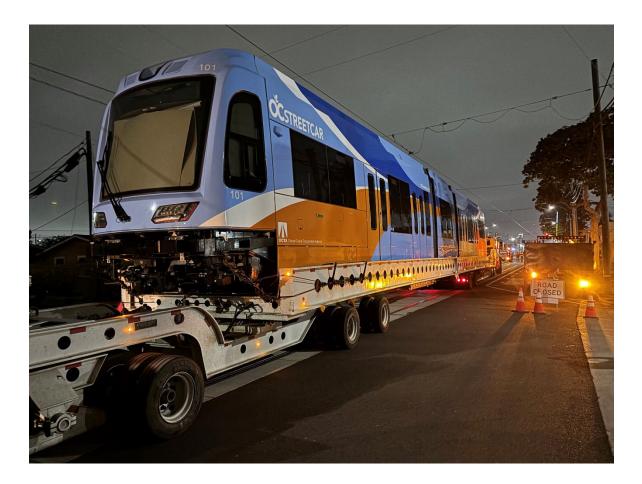
Santa Ana Regional Transportation Center platform

Vehicle

- All eight vehicles complete and undergoing testing and pre-delivery preparations
- Seimens commissioning team deployed at MSF in April 2025
- Special tools and test equipment delivered in April 2025
- First streetcar vehicle delivered in late April 2025 and subsequent vehicles to be shipped in two-week increments



Vehicle Delivery





Vehicle on transport truck

Vehicle being unloaded from truck to rail

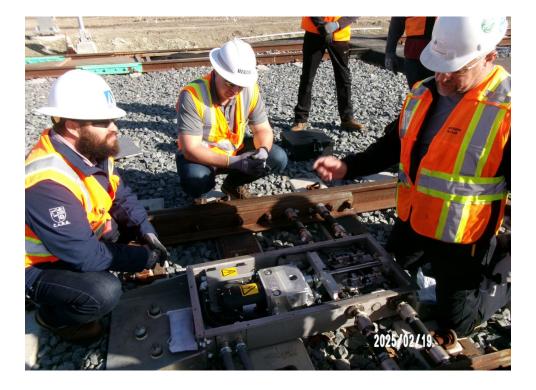
Vehicle Delivery (cont.)



Vehicle being moved from Raitt Street to MSF

Testing and Pre-Revenue Operations

- Testing initiated and efforts were completed on switch maintenance, transfer switches, emergency generators, and lighting control systems
- In April 2025, staff joined the California Public Utilities Commission for a site inspection of the OC Streetcar alignment to assess progress, identify safety concerns, and ensure compliance





Public Outreach

- Provide bilingual notifications for targeted construction activities
- Ongoing safety education and public awareness campaign underway at schools, community and civic organizations and other stakeholders
- Recent events:
 - Carver Elementary Literacy Event
 - Santa Ana Collaborative Meeting
 - Artesia Pilar Neighborhood Association
 - Romero/Cruz Back-to-School
 - Garfield Elementary Back-to-School
 - Magnolia Science Academy Health Fair
- Upcoming events:
 - OCTA Community Meetings
 - Tustin-Santa Ana Rotary Club



Next Steps

Milestone Description	Schedule	
Vehicle delivery and assembly begins and testing is initiated in the Pacific Electric Right-of-Way	Spring 2025	
Initiation of testing in city streets	Late Summer 2025	
Contractor completes all work	Late 2025/Early 2026	
Revenue service date (streetcars operational)	Spring 2026	



COMMITTEE TRANSMITTAL

May 12, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Measure M2 Eligibility for the City of Huntington Beach

Executive Committee Meeting of May 5, 2025

Present: Chair Chaffee, Vice Chair Federico, Directors Hennessey, Klopfenstein, and Tam Nguyen Absent: Director Wagner

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

- A. Seek reimbursement of \$29,249 from the City of Huntington Beach and find the City of Huntington Beach ineligible to receive Measure M2 net revenues for five years pursuant to Section 10.4 of Ordinance No. 3.
- B. Authorize the Internal Auditor to engage independent auditor services to apply agreed-upon procedures to review the City of Huntington Beach's Measure M2 Local Fair Share program and other expenditures for fiscal year 2024-25, fiscal year 2025-26, fiscal year 2026-27, fiscal year 2027-28, and fiscal year 2028-29, to enable the City of Huntington Beach to reestablish eligibility and authorize staff to deduct the review costs from any future net Measure M2 payments to the City of Huntington Beach.
- C. Authorize the Chief Executive Officer to negotiate and execute an agreement with the City of Huntington Beach to formalize the required actions to reestablish eligibility and other terms.



May 5, 2025

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To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Eligibility for the City of Huntington Beach

Overview

The Orange County Transportation Authority's Internal Auditor issued results of an independent auditor's report on applying agreed-upon procedures related to the City of Huntington Beach's compliance with the Measure M2 requirements for fiscal year 2023-24. The independent auditor's report found that the City of Huntington Beach had used Measure M2 Local Fair Share funds for expenses that were deemed unallowable per the Measure M2 Ordinance No. 3. Based on this information, recommendations to address the independent auditor's report and findings are presented.

Recommendations

- A. Seek reimbursement of \$29,249 from the City of Huntington Beach and find the City of Huntington Beach ineligible to receive Measure M2 net revenues for five years pursuant to Section 10.4 of Ordinance No. 3.
- B. Authorize the Internal Auditor to engage independent auditor services to apply agreed-upon procedures to review the City of Huntington Beach's Measure M2 Local Fair Share program and other expenditures for fiscal year 2024-25, fiscal year 2025-26, fiscal year 2026-27, fiscal year 2027-28, and fiscal year 2028-29, to enable the City of Huntington Beach to reestablish eligibility and authorize staff to deduct the review costs from any future net Measure M2 payments to the City of Huntington Beach.
- C. Authorize the Chief Executive Officer to negotiate and execute an agreement with the City of Huntington Beach to formalize the required actions to reestablish eligibility and other terms.

In July 2006, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved and adopted the Renewed Measure M (M2) Ordinance No. 3 (M2 Ordinance). The M2 Ordinance became effective on November 8, 2006, after voters approved the one-half cent sales tax for transportation improvements. OCTA is designated as responsible for administering M2 and ensuring that OCTA's commitment to voters is followed, including numerous specific requirements, safeguards, and transparency provisions.

The M2 Ordinance requires local jurisdictions to annually submit an expenditure report that details all M2 net revenues, interest earned, expenditures, and expenditures of earned interest. Local jurisdictions' expenditure reports are signed by their respective Finance Director, adopted by the City Council/Board of Supervisors, and submitted to OCTA within six months of the local jurisdiction's fiscal year (FY) end.

Annually, the Audit Subcommittee (Subcommittee) of the Taxpayer Oversight Committee selects specific local jurisdictions for application of agreed-upon procedures (AUP) by OCTA's independent auditing firm. The AUP includes testing of expenditures for compliance with program requirements, review of indirect costs for adequate support and reasonableness, testing to ensure allocation of interest, and testing of the annual expenditure reports for accuracy. The independent auditing firm's report helps determine local jurisdictions' level of compliance with certain M2 Ordinance provisions.

For FY 2023-24, one of the local jurisdictions selected by the Subcommittee for review of the M2 Local Fair Share (LFS) program funding was the City of Huntington Beach (City). Crowe, LLP (Crowe), OCTA's independent auditing firm, conducted interviews of City finance and program-related staff, and applied the AUP. The results of the effort were presented to the Finance and Administration Committee on April 23, 2025, and to the Board on April 28, 2025. Crowe reported one notable finding: the City reported LFS expenditures of \$29,249 that were not allowable per the M2 Ordinance. The City acknowledged the error and indicated that they have made a journal entry to refund the unallowed LFS amount. However, this does not satisfy the Measure M2 Ordinance provision that the funds must be repaid to OCTA.

OCTA continues to provide reminders and guidance through guidelines, eligibility workshops, individual meetings and annual M2 Finance Director Workshops. Despite these efforts, this is the second time that a city has had an AUP report finding that LFS expenditures were not allowable.

Discussion

Continued investment in Orange County's transportation improvements is the cornerstone of M2. The M2 LFS program provides 18 percent of M2 net revenues to eligible local jurisdictions for use on allowable transportation planning and implementation activities. OCTA, as the M2 administrator, is accountable to the taxpayers on the uses of M2 revenues.

Crowe's AUP report, along with the City's response, is included as Attachment A; specifically, the finding pertains to Procedure 8. The City erroneously applied payroll charges of \$29,249 to LFS for an employee who does not work in transportation; therefore, the use of LFS for this purpose is deemed unallowable, per the M2 Ordinance.

The M2 Ordinance includes specific language to address safeguards related to the unauthorized use of M2 net revenues. Section 10.4 of the M2 Ordinance (Attachment B) states:

"No Net Revenues shall be used by a jurisdiction for other than transportation purposes authorized by the Ordinance. Any jurisdiction which violates this provision must fully reimburse the Authority for the Net Revenues misspent and shall be deemed ineligible to receive Net Revenues for a period of five (5) years."

The expenditures identified in Crowe's findings are not authorized by the M2 Ordinance. OCTA staff has carefully reviewed, considered, and consulted with legal counsel on how to address this matter. To ensure OCTA maintains compliance with the M2 Ordinance and continues to uphold public trust, staff recommends the Board adhere to the provisions of Section 10.4 of the M2 Ordinance by:

- Seeking reimbursement from the City for the disallowed expenditures in the amount of \$29,249 (to be paid to OCTA by June 30, 2025) and,
- Finding the City ineligible to receive M2 net revenues for a period of five years, which would also exclude the City from participating in M2 competitive programs.

When the City is found ineligible, OCTA cannot remit M2 net revenues to the City. For previous M2 ineligibility findings involving other jurisdictions, the Board has suspended payments and held funds in reserve for that local jurisdiction. If the Board chooses to hold funds in reserve, the LFS and Senior Mobility Program funds will be withheld within the source programs and would only be released to the City once it has reestablished eligibility and demonstrated it was fulfilling M2

eligibility requirements throughout the five-year ineligibility period. This can be verified through future AUP reviews of FY 2024-25, FY 2025-26, FY 2026-27, FY 2027-28, and FY 2028-29 expenditures. Costs incurred for these reviews are to be paid for by the City through a reduction in future M2 net revenues.

During the period of ineligibility, M2 net revenues the City has received to date can still be utilized. If requested, the City may be allowed to incur M2-eligible expenditures, at risk, and be able to apply the expense to future M2 net revenues. Should the City be approved for this option, these expenditures must be clearly identified in accounting records and included in annual M2 expenditure report submittals.

Pending Board action on this item, OCTA will work with the City to enter into an agreement that details the specific requirements and time frames for submittals to support the re-establishment of the City's eligibility. OCTA is committed to delivering the M2 promises made to voters and does not take this responsibility lightly. This includes adhering to the safeguards in the M2 Ordinance, which ensures transparency and accountability of taxpayer dollars.

Summary

A recent report conducted by an independent auditing firm disallowed LFS expenditures that were reported in the City's FY 2023-24 M2 Expenditure Report. The M2 Ordinance has specific language related to funds used for unauthorized purposes. Recommendations to address Crowe's report findings are presented for Board consideration and approval.

Attachments

- A. Crowe LLP, Independent Accountants' Report on Applying Agreed-Upon Procedures, City of Huntington Beach
- B. Orange County Local Transportation Authority Ordinance No. 3, Safeguards of Use of Revenues Excerpt, Pages 5-6

Prepared by:

Adriann Cardoso Department Manager Capital Programming (714) 560-5915

Approved by:

Jose Casing

Rose Casey Executive Director, Planning (714) 560-5729





Crowe LLP Independent Member Crowe Global

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES CITY OF HUNTINGTON BEACH

Board of Directors Orange County Local Transportation Authority and the Taxpayers Oversight Committee of the Orange County Local Transportation Authority Orange, California

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), related to the City of Huntington Beach's (City) compliance with certain provisions of the Measure M2 Local Transportation Ordinance (Ordinance) as of and for the fiscal year ended June 30, 2024. The City's management is responsible for compliance with the Ordinance and for its cash, revenue, and expenditure records.

The Taxpayers Oversight Committee of the OCLTA has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of evaluating the City's compliance with certain provisions of the Ordinance as of and for the fiscal year ended June 30, 2024. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed.

The procedures and associated findings were as follows:

1. Describe which funds the Eligible Jurisdiction used to track all street and road expenditures and inquire how the Eligible Jurisdiction identifies (Maintenance of Effort) MOE expenditures in its general ledger.

<u>Findings</u>: The MOE expenditures were tracked in the City's general ledger by fund, object, and business unit number. The City recorded its MOE expenditures in its General Fund (100) and Capital Projects Fund (314). Expenditures are identified by a 5-digit object number and a 5-digit business unit number. No exceptions were found as a result of this procedure.

2. Obtain the detail of MOE expenditures for the fiscal year ended June 30, 2024 and determine whether the Eligible Jurisdiction met the minimum MOE requirement as outlined in the Measure M2 Eligibility Guidelines Fiscal Year 2023/2024. Agree the total MOE expenditures to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 18). Explain any differences.

<u>Findings</u>: The City's MOE expenditures per the general ledger for the fiscal year ended June 30, 2024, were \$22,360,255 (see Schedule A), which exceeded the MOE benchmark requirement of \$6,494,379. We agreed the total expenditures of \$22,360,255 to the amount reported on the City's Expenditure Report (Schedule 3, line 18). No exceptions were found as a result of this procedure.

- 3. Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:
 - a. Agree 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; and
 - b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

<u>Findings</u>: We selected 25 direct MOE expenditures totaling \$5,188,886, which represented approximately 31% of direct MOE expenditures of \$16,508,272 for fiscal year ended June 30, 2024. We agreed the dollar amount listed on the general ledger to supporting documentation provided by the City. We determined that the expenditures were properly classified as local street and road expenditures and are allowable per the Ordinance, except for \$4,456,129 reported as direct charges that should have been reported as indirect costs. See Procedure #4 for indirect cost testing. No other exceptions were found as a result of this procedure.

4. Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

<u>Findings</u>: We agreed total indirect expenditures of \$5,851,983 per the general ledger to the amount reported on the City's Expenditure Report (Schedule 3, line 1) with no differences. We selected 35 charges for inspection with a total amount of \$1,629,278 representing 28% of the total MOE indirect costs of \$5,851,983. During testing of direct costs at Procedure #3, we identified an additional \$4,456,129 in indirect costs that were reported as direct costs. These expenditures included allocations of payroll and benefits, insurance costs, contracted services, information technology software, monthly print shop/mail/phone, equipment rentals, and various other charges. For indirect costs, the methodology used to allocate costs should be documented and represent a fair and reasonable allocation of costs. The City was unable to provide a documented methodology representing a fair and reasonable allocation of costs. As such, these expenditures were deemed unallowable and removed from the MOE benchmark calculation. Also, we identified six charges totaling \$78,490 that should have been identified as direct costs as they were charged 100% to MOE projects. After removing unsupported indirect cost allocations, totaling \$10,229,622, the City still met the MOE benchmark. No other exceptions were found as a result of this procedure.

5. Obtain a listing of Measure M2 Local Fair Share payments made from OCLTA to the Eligible Jurisdiction and calculate the amount the Eligible Jurisdiction received for the past three fiscal years. Obtain the fund balance of the Eligible Jurisdiction's Measure M2 Local Fair Share Fund as of June 30, 2024 and agree to the balance as listed on the Eligible Jurisdiction's Expenditure Report (Schedule 1, line 20) and determine whether funds were expended within three years of receipt or within five years, if an extension was granted. Explain any differences.

<u>Findings</u>: The City received \$13,436,734 for the past three fiscal years ended June 30, 2022, 2023, and 2024. We agreed the fund balance of \$5,115,802 from the general ledger detail to the City's Expenditure Report (Schedule 1, line 20), with no differences. We determined funds were expended within three years of receipt. No exceptions were found as a result of this procedure.

6. Describe which fund the Eligible Jurisdiction 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, 2024. Agree the total Local Fair Share expenditures per the general ledger to the amounts reflected on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 17, and detail listed at Schedule 4). Explain any differences.

<u>Findings</u>: The City tracks its LFS expenditures in its Measure M2 Fair Share Fund (213). Total Measure M2 Local Fair Share expenditures per the general ledger during the fiscal year ended June 30, 2024, were \$3,506,656 (see Schedule A), which agreed to the amount reported in 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.

- 7. Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:
 - a. Agree 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; and
 - b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

<u>Findings</u>: Eligible Jurisdictions should identify specific projects by their actual titles as well as a brief description for all projects that utilized any portion of Measure M2 Local Fair Share Funding in the City's Expenditure Report (Schedule 4). When comparing the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, we found that the City had included only generic project titles such as "General Street Maintenance", "Residential Pavement", "Pedestrian Improvement" and "Arterial Rehabilitation" on their Schedule 4, rather than specific projects that could be traced to their Seven-Year CIP. We selected 25 direct Measure M2 Local Fair Share expenditures for inspection totaling \$2,047,698 representing approximately 58% of total direct Measure M2 Local Fair Share expenditures of \$3,505,190 for the Fiscal Year ended June 30, 2024. We agreed the dollar amount to supporting documentation and determined that expenditures were properly classified and allowable per the Ordinance, except for payroll charges of \$29,249 for one employee. Discussion with the City indicated that the payroll system was erroneously set up to charge this employee's holiday, general, and administrative leave time to a General Street Maintenance Project funded by Local Fair Share. The employee in question does not perform street maintenance work. As such, these charges are deemed unallowable per the Ordinance. No other exceptions were found as a result of this procedure.

8. Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Describe the dollar amount inspected. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

<u>Findings</u>: Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$1,466 in indirect costs for LFS for the fiscal year ended June 30, 2024. We selected 10 Local Fair Share indirect costs for inspection totaling \$1,466 representing 100% of the total Local Fair Share indirect costs. Upon inspection, we found these charges were for membership dues for public works associations and charges for public works conferences that were charged directly to Local Fair Share projects. As such, these costs should have been reported as direct costs. No other exceptions were found as a result of this procedure.

9. Obtain and inspect the Eligible Jurisdiction'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. Agree the amount reflected to the amount of interest listed on the Eligible Jurisdiction's Expenditure Report (Schedule 2, line 4). Explain any differences.

<u>Findings</u>: We inspected the amount of interest allocated to the Measure M2 Local Fair Share Fund and agreed the amount reflected to the amount of interest totaling \$112,603 listed on the City's Expenditure Report (Schedule 2, line 4). We inspected the interest allocation methodology and recomputed the amount based on the interest allocation methodology. No exceptions were found as a result of this procedure.

10. Determine whether the Jurisdiction was found eligible by the Board of Directors for the applicable year (FY24) by inspecting the OCLTA Board agenda and action items.

Findings: No exceptions were found as a result of this procedure.

We were engaged by OCLTA to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, 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.

We are required to be independent of the City's management and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

At the request of OCLTA, the City's responses to certain findings are included in Exhibit 1. The responses are included for the purpose 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 and is not intended to be, and should not be, used by anyone other than the specified party.

Crowe LLP

Crowe LLP

Costa Mesa, California April 9, 2025

CITY OF HUNTINGTON BEACH, CALIFORNIA SCHEDULE OF MEASURE M2 LOCAL FAIR SHARE EXPENDITURES Year ended June 30, 2024 (Unaudited)

	SCHEDULE A	
Maintenance of Effort (MOE) Expenditures:		
Indirect and/ or Overhead - Schedule 3, line 1	\$	5,851,983
Construction & Right-of-Way		
Street Reconstruction	\$	1,465,541
Total Construction	\$	1,465,541
Maintenance		
Patching	\$	443,143
Overlay & Sealing		6,687,899
Street Lights & Traffic Signals		1,368,750
Other Street Purpose Maintenance		6,542,940
Total Maintenance	\$	15,042,732
Total MOE Expenditures	\$	22,360,255
Measure M2 Local Fair Share Expenditures (Schedule 4):		
General Street Maintenance	\$	1,747,757
Residential Pavement		259,695
Pedestrian Improvement		191,593
Arterial Rehabilitation		1,307,611
Total Measure M2 Local Fair Share Expenditures	\$	3,506,656
Total MOE and Measure M2 Local Fair Share Expenditures	\$	25,866,912

Note: The above amounts were taken directly from the financial records of the City of Huntington Beach and were not audited.



HUNTINGTON BEACH

Robert Torrez | Interim Chief Financial Officer

April 9, 2025

Board of Directors Orange County Local Transportation Authority and the Taxpayers Oversight Committee of the Orange County Local Transportation Authority Orange, California

The following response is being submitted to address results from the agreed upon procedures performed for the Measure M2 Local Fair Share program for the City of Huntington Beach as of and for the fiscal year ended June 30, 2024.

Procedure #3

Select a sample of MOE expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected, perform the following:

- a. Agree 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; and
- b. Determine whether the expenditure was properly classified as a local street and road expenditure and is allowable per the Ordinance.

<u>Findings:</u> We selected 25 direct MOE expenditures totaling \$5,188,886, which represented approximately 31% of direct MOE expenditures of \$16,508,272 for fiscal year ended June 30, 2024. We agreed the dollar amount listed on the general ledger to supporting documentation provided by the City. We determined that the expenditures were properly classified as local street and road expenditures and are allowable per the Ordinance, except for \$4,456,129 reported as direct charges that should have been reported as indirect costs. See Procedure #4 for indirect cost testing. No other exceptions were found as a result of this procedure.

<u>City's Response</u>: The City will evaluate its financial reporting methods and adopt measures to ensure that Maintenance of Effort expenditures are properly categorized in future reports.

Procedure #4

Identify whether indirect costs were charged as MOE expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, obtain detail of indirect costs charged, and select a sample of charges for inspection. Inspect supporting documentation for reasonableness and appropriate methodology.

<u>Findings:</u> We agreed total indirect expenditures of \$5,851,983 per the general ledger to the amount reported on the City's Expenditure Report (Schedule 3, line 1) with no differences. We selected 35

charges for inspection with a total amount of \$1,629,278 representing 28% of the total MOE indirect costs of \$5,851,983. During testing of direct costs at Procedure #3, we identified an additional \$4,456,129 in indirect costs that were reported as direct costs. These expenditures included allocations of payroll and benefits, insurance costs, contracted services, information technology software, monthly print shop/mail/phone, equipment rentals, and various other charges. For indirect costs, the methodology used to allocate costs should be documented and represent a fair and reasonable allocation of costs. The City was unable to provide a documented methodology representing a fair and reasonable allocation of costs. As such, these expenditures were deemed unallowable and removed from the MOE benchmark calculation. Also, we identified six charges totaling \$78,490 that should have been identified as direct costs as they were charged 100% to MOE projects. After removing unsupported indirect cost allocations, totaling \$10,229,622, the City still met the MOE benchmark. No other exceptions were found as a result of this procedure.

<u>City's Response:</u> The City will review its financial reporting processes methodology used to allocate Maintenance of Effort costs and implement procedures to ensure that expenditures are correctly classified in future reports.

Procedure #7

Obtain the Eligible Jurisdiction's Seven-Year Capital Improvement Program (CIP). Compare the projects listed on the Eligible Jurisdiction's Expenditure Report (Schedule 4) to the Seven-Year CIP, explaining any differences. Select a sample of Measure M2 Local Fair Share expenditures from the Eligible Jurisdiction's general ledger expenditure detail. Describe the percentage of total expenditures selected for inspection. For each item selected perform the following:

- a. Agree 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; and
- b. Determine that the expenditures selected in (a) above were related to projects included in the Eligible Jurisdiction's Seven-Year CIP and are properly classified as Measure M2 Local Fair Share projects.

<u>Findings:</u> Eligible Jurisdictions should identify specific projects by their actual titles as well as a brief description for all projects that utilized any portion of Measure M2 Local Fair Share Funding in the City's Expenditure Report (Schedule 4). When comparing the projects listed on the City's Expenditure Report (Schedule 4) to the Seven-Year CIP, we found that the City had included only generic project titles such as "General Street Maintenance", "Residential Pavement", "Pedestrian Improvement" and "Arterial Rehabilitation" on their Schedule 4, rather than specific projects that could be traced to their Seven-Year CIP. We selected 25 direct Measure M2 Local Fair Share expenditures for inspection totaling \$2,047,698 representing approximately 58% of total direct Measure M2 Local Fair Share expenditures of \$3,505,190 for the Fiscal Year ended June 30, 2024. We agreed the dollar amount to supporting documentation and determined that expenditures were properly classified and allowable per the Ordinance, except for payroll charges of \$29,249 for one employee. Discussion with the City indicated that the payroll system was erroneously set up to charge this employee's holiday, general, and administrative leave time to a General Street Maintenance Work. As such, these charges are deemed unallowable per the Ordinance. No other exceptions were found as a result of this procedure.

<u>City's Response</u>: The City will undertake a comprehensive review of its financial reporting protocols and establish enhanced internal controls to ensure the accurate classification of Local Fair Share

expenditures in all subsequent financial reports. A journal entry in the amount of \$29,249 has been completed to refund the erroneously charged Local Fair Share funds.

Procedure #8

Identify whether indirect costs were charged as Measure M2 Local Fair Share expenditures. If applicable, compare indirect costs identified to the amount reported on the Eligible Jurisdiction's Expenditure Report (Schedule 3, line 1). Explain any differences. If applicable, select a sample of charges. Describe the dollar amount inspected. Identify the amounts charged and inspect supporting documentation for reasonableness and appropriate methodology.

<u>Findings:</u> Based upon inspection of the Expenditure Report (Schedule 3, line 1), the City reported \$1,466 in indirect costs for LFS for the fiscal year ended June 30, 2024. We selected 10 Local Fair Share indirect costs for inspection totaling \$1,466 representing 100% of the total Local Fair Share indirect costs. Upon inspection, we found these charges were for membership dues for public works associations and charges for public works conferences that were charged directly to Local Fair Share projects. As such, these costs should have been reported as direct costs. No other exceptions were found as a result of this procedure.

<u>City's Response</u>: The City will review its financial reporting processes and implement procedures to ensure that Local Fair Share expenditures are correctly classified in future reports.

Travis Hopkins. City Manager

Robert Torrez, Chief Financial Officer

Chau Vu, Director of Public Works

Orange County Local Transportation Authority Ordinance No. 3

Safeguards of Use of Revenues Excerpt Pages 5-6

SECTION 10. SAFEGUARDS OF USE OF REVENUES

The following safeguards are hereby established to ensure strict adherence to the limitations on the use of the Revenues:

- 1. A transportation special revenue fund (the "Local Transportation Authority Special Revenue Fund") shall be established to maintain all Revenues.
- 2. The County of Orange Auditor-Controller ("Auditor-Controller"), in the capacity as Chair of the Taxpayer Oversight Committee, shall annually certify whether the Revenues have been spent in compliance with the Ordinance.
- 3. Receipt, maintenance and expenditure of Net Revenues shall be distinguishable in each jurisdiction's accounting records from other funding sources, and expenditures of Net Revenues shall be distinguishable by program or project. Interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated.
- 4. No Net Revenues shall be used by a jurisdiction for other than transportation purposes authorized by the Ordinance. Any jurisdiction which violates this provision must fully reimburse the Authority for the Net Revenues misspent and shall be deemed ineligible to receive Net Revenues for a period of five (5) years.
- 5. A Taxpayer Oversight Committee ("Committee") shall be established to provide an enhanced level of accountability for expenditure of Revenues under the Ordinance. The Committee will help to ensure that all voter mandates are carried out as required. The roles and responsibilities of the Committee, the selection process for Committee members and related administrative procedures shall be carried out as described in Attachment C.
- 6. A performance assessment shall be conducted at least once every three years to evaluate the efficiency, effectiveness, economy and program results of the Authority in satisfying the provisions and requirements of the Investment Summary of the Plan, the Plan and the Ordinance. A copy of the performance assessment shall be provided to the Committee.
- 7. Quarterly status reports regarding the major projects detailed in the Plan shall be brought before the Authority in public meetings.
- 8. Annually the Authority shall publish a report on how all Revenues have been spent and on progress in implementing projects in the Plan and shall publicly report on the findings.



May 12, 2025

То:	Members of the Board of Directors
From:	Darrell E. Johnson, Chief Executive Officer
Subject:	Orange County Transportation Authority Fiscal Year 2025-26

Budget Workshop

Overview

The Orange County Transportation Authority is developing the fiscal year 2025-26 proposed budget, which identifies available revenues and costs associated with providing transportation services and programs for Orange County. The fiscal year 2025-26 proposed budget will be reviewed in detail during an informal workshop following the May 12, 2025, Orange County Transportation Authority Board of Directors meeting.

Recommendation

Review the fiscal year 2025-26 proposed budget in a workshop setting following the regularly scheduled Orange County Transportation Authority Board of Directors meeting on May 12, 2025.

Discussion

The preparation of the Orange County Transportation Authority's (OCTA) fiscal year (FY) 2025-26 proposed budget (proposed budget) began in December 2024 with the development of revenue and expense projections as well as goals for each of OCTA's programs and services. The goals for each of the programs and services included in the proposed budget are consistent with OCTA's Strategic Plan, Comprehensive Business Plan, Next 10 Delivery Plan, and the Board of Directors (Board) and Chief Executive Officer (CEO) 2025 Initiatives.

Each of OCTA's divisions submitted their proposed budget requests in January, which were then subject to 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 People and Community Engagement, to ensure a balanced and fiscally responsible budget is delivered.

Orange County Transportation Authority Fiscal Year 2025-26 *Page 2* Budget Workshop

The development of the proposed budget was predicated on a set of programmatic assumptions discussed with the Finance and Administration Committee on March 26, 2025, that support the 2025 Board and CEO Initiatives. This discussion encapsulated the fundamental principles and assumptions guiding the budgeting process for key OCTA programs, including Measure M2 (M2), bus, commuter rail, local rail, motorist services, and express lanes.

Despite the uncertain economic outlook, OCTA's financial position remains stable. OCTA maintains strong reserve levels in alignment with the Board-approved Reserve Policy. The Reserve Policy is the result of thoughtful financial stewardship, and the reserve levels serve as a safeguard against unexpected economic fluctuations, ensuring that OCTA's programs and projects continue to be funded into the future.

Given the ongoing fluctuations in sales tax receipts, the proposed budget includes conservative sales tax projections for both the M2 and Local Transportation Fund sales taxes. The budget assumes no growth in either sales tax for FY 2025-26.

The proposed budget presents a balanced financial plan, detailing the sources and uses of funds. It reflects a mix of new revenues and the strategic use of previously designated funds, ensuring fiscal stability without resorting to deficit spending. Previously designated funds, also known as planned uses of prior year designations, are funds set aside (designated) in prior FYs to be utilized in the current FY.

The combination of estimated revenues and planned uses of prior year designations produces available funding of \$1,744.4 million, while proposed expenditures and designations yield a total use of funds of \$1,744.4 million. On a year-over-year comparison to the FY 2024-25 approved budget, the proposed budget is \$12.2 million less than the FY 2024-25 approved budget.

The proposed budget for the M2 Program delineates a clear roadmap for the enhancement of transportation infrastructure across the County. This includes executing the M2 Next 10 Delivery Plan as promised and ensuring that vital projects remain on course. The M2 Program supports ongoing enhancements in freeways, streets, and roads, while also funding vital transit initiatives.

Significant funding is allocated for freeway improvements, particularly on State Routes 55 and 91 and Interstate 5, reflecting the promise to deliver on the M2 Next 10 Delivery Plan. Additionally, there is continued investment in both

Orange County Transportation Authority Fiscal Year 2025-26 *Page* 3 Budget Workshop

local and regional traffic infrastructure as well as transit programs including the Southern California Regional Rail Authority (Metrolink) and the OC Streetcar.

The proposed budget extends OCTA's commitment to funding for local jurisdictions and the County. Funding continues for the Local Fair Share Formula Program, Regional Capacity Program, and the Regional Traffic Signal Synchronization Program. This funding supports a broad spectrum of projects and sustains the momentum of infrastructure improvements throughout the County.

The proposed budget outlines a methodical plan for transit services, with a clear focus on enhancements and sustainability. For the OC Bus Program, the proposed budget supports an increase of service of four percent to 1.62 million service hours, with approximately 60 percent of these hours directly operated by OCTA and the remaining 40 percent provided by contractors. The proposed budget also supports ongoing investments in zero-emission buses and related infrastructure.

Under regional rail, the proposed budget supports the Metrolink rail optimization plan with service levels expected to align with Metrolink's current service levels. For local rail, the proposed budget includes funding for the completion of the OC Streetcar along with the commencement of pre-revenue activities and operational service set to begin in spring 2026.

The express lanes budget anticipates solid performance from the 91 Express Lanes, which continues to meet the goal of maximizing throughput through the State Route 91 corridor. The proposed budget anticipates a three million trip increase in traffic volumes, reaching 23 million trips. The 405 Express Lanes are forecasted to reach 71.5 million trips in FY 2025-26 over the five ingress/egress points in the Interstate 405 corridor, which is an increase of 3.4 million trips from the current year-end estimate.

With Board direction, staff will present the proposed budget in detail in an informal workshop setting on May 12, 2025. The presentation will include a discussion of specific 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 proposed budget at the meeting. A public hearing for the proposed budget is scheduled to occur at the June 9, 2025, Board meeting, after which staff anticipates seeking Board approval of the proposed budget.

Orange County Transportation Authority Fiscal Year 2025-26 *Page 4* Budget Workshop

Summary

A detailed proposed budget workshop is scheduled for May 12, 2025, during the OCTA Board meeting. This session aims to provide the Board with comprehensive information on the proposed budget. No public hearing or vote will occur at this meeting. A subsequent public hearing and the anticipated budget approval will take place during the June 9, 2025, Board meeting.

Attachment

A. Orange County Transportation Authority Fiscal Year 2025-26 Budget Workshop Presentation

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 2025-26 **Budget Workshop** $\mathbf{O}\mathbf{C}\mathbf{T}\mathbf{A}$



Budget Themes



Guarded Economic Outlook

- Sales tax receipts softening
- Budget uncertainty at state level
- Some federal funding uncertainty
- Preserving healthy reserve balances



Sustainable & Resilient Priorities

- Ongoing zero-emission bus and infrastructure investment
- Continuing coastal rail resiliency planning and project implementation

Consistent Express Lanes Operations

- 91 Express Lanes continues meeting commitments
- 405 Express Lanes continues meeting commitments

Expanded Transit Offerings

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 Additional OC Bus service to meet increasing demand

 Commencing OC Streetcar revenue service activities

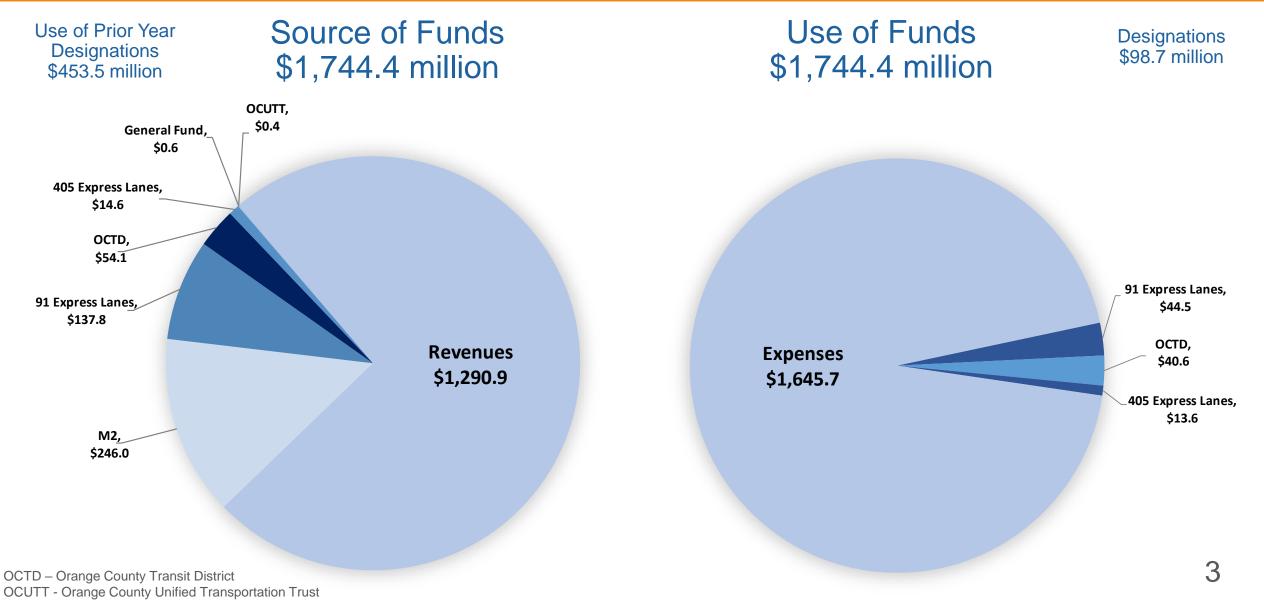
 Continuing Metrolink rail service



Delivering on Measure M2 (M2) Commitment

- M2 Next 10 Delivery Plan programs and projects on track as promised
- Formula & competitive programs continue to support needs of cities and County

Budget Overview



Planned Use of Prior Year Designations

In Millions Fund	Program	Арј	2024-25 proved udget	Pro	2025-26 oposed udget
LTA M2	Freeways, Streets & Roads, and M2 Transit	\$	191.1	\$	246.0
91 Express Lanes	State Route 91 Corridor Improvements		58.9		137.8
Orange County Transit District	Bus Capital		60.4		54.1
405 Express Lanes	Construction Closeout		30.2		14.6
General Fund	Measure M1 Closeout		-		0.6
Orange County Unified Transportation Trust	Planning Studies		1.0		0.4
Regional Rail	Regional Rail Capital		11.2		-
Total Use of Prior Year Designations		\$	352.8	\$	453.5

FY – Fiscal Year LTA – Local Transportation Authority

Budget Sources & Uses

	FY 2024-25		FY	2025-26						
In Millions	Approved		Approved Proposed		Change					
Sources	E	Budget	E	Budget		\$				
Revenues	\$	1,403.8	\$	1,290.9	\$	(112.9)				
Use of Prior Year Designations		352.8		453.5		100.7				
Total Revenue / Use of Designations	\$	1,756.6	\$	1,744.4	\$	(12.2)				
Uses										
Salaries and Benefits	\$	212.0	\$	221.2	\$	9.2				
LOSSAN Funded Salaries and Benefits		4.5		4.7		0.2				
Services and Supplies		469.0		475.8		6.8				
Contributions to Other Agencies		227.2		227.9		0.7				
Interest/Debt Service		75.3		65.9		(9.4)				
Capital		672.1		650.2		(21.9)				
Designations		96.5		96.5		96.5 98		98.7		2.2
Total Expenditures / Designations	\$	1,756.6	\$	1,744.4	\$	(12.2)				

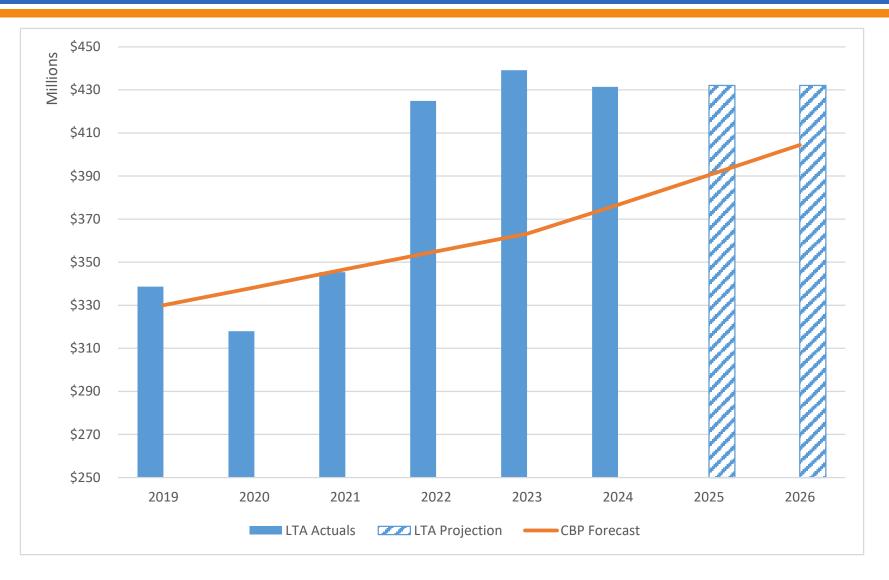
LOSSAN - Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency

Revenues

	FY	2024-25	FY	2025-26		
In Millions	Ар	proved	Pro	oposed	Change	
Sources	B	udget	В	udget		\$
M2 LTA 1/2 Cent Sales Tax	\$	441.9	\$	432.1	\$	(9.8)
Local Transportation Fund (LTF) 1/4 Cent Sales Tax		222.2		220.2		(2.0)
State Grants		233.8		165.2		(68.6)
Express Lanes (Toll and Non-Toll)		103.1		121.3		18.2
Federal Grants		188.6		119.6		(69.0)
Interest		91.7		105.1		13.4
State Transit Assistance		51.0		43.5		(7.5)
Passenger Fares		36.5		42.0		5.5
Property Tax		18.8		21.0		2.2
Other		12.9		17.5		4.6
Advertising		3.3		3.4		0.1
Subtotal Sources	\$	1,403.8	\$	1,290.9	\$	(112.9)
Use of Prior Year Designations		352.8		453.5		100.7
Total Revenues / Use of Designations	\$	1,756.6	\$	1,744.4	\$	(12.2)

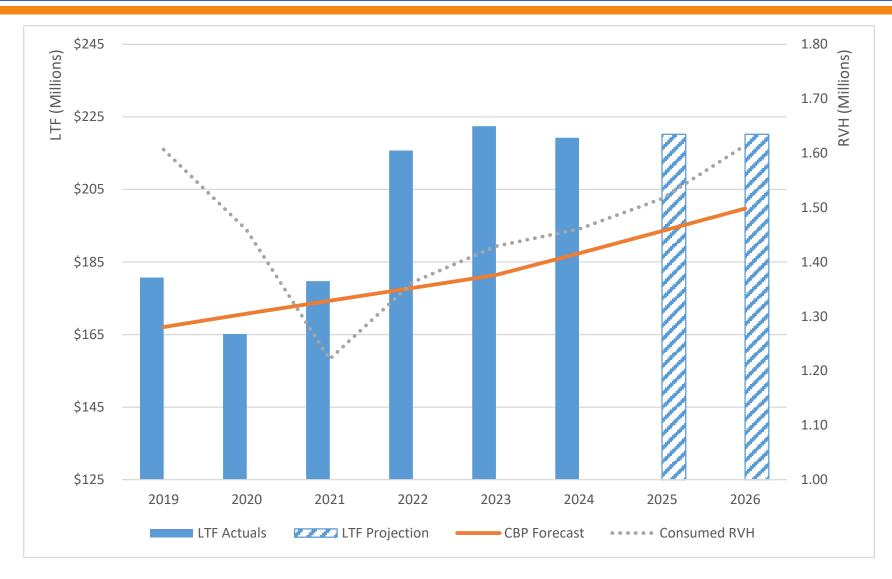
In Millions		
Sales Tax	LTA	LTF
FY 2023-24 Actuals	\$ 431.4	\$ 219.2
FY 2024-25 Approved Budget	441.9	222.2
FY 2024-25 Year-End Estimate	432.1	220.2
FY 2025-26 Sales Tax Growth Rate	0.0%	0.0%
FY 2025-26 Proposed Budget	\$ 432.1	\$ 220.2

LTA Sales Tax Revenue History



CBP – Comprehensive Business Plan

LTF Sales Tax Revenue History



RVH – Revenue Vehicle Hours

Expenditures

	FY 2024-25		FY	2025-26		
In Millions	Approved		Pro	Proposed		nange
Uses	В	udget	В	udget		\$
Salaries and Benefits	\$	216.5	\$	225.9	\$	9.4
OCTA Salaries and Benefits		212.0		221.2		9.2
LOSSAN Funded Salaries and Benefits		4.5		4.7		0.2
Services and Supplies	\$	469.0	\$	475.8	\$	6.8
Professional and Outside Services		244.2		248.8		4.6
Contract Transportation Services		151.2		159.9		8.7
Maintenance Parts & Fuel		28.0		26.1		(1.9)
General & Administration		32.7		30.3		(2.4)
Insurance Claims/Premiums		12.9		10.7		(2.2)
Contributions to Other Agencies	\$	227.2	\$	227.9	\$	0.7
Contributions to Other Agencies		102.0		101.9		(0.1)
M2 Local Fair Share		80.2		79.0		(1.2)
M2 Regional Capacity		45.0		47.0		2.0
Interest / Debt Service	\$	75.3	\$	65.9	\$	(9.4)
Interest Expense		47.5		39.4		(8.1)
Long-Term Debt Principal Payments		27.8		26.5		(1.3)
Capital	\$	672.1	\$	650.2	\$	(21.9)
Subtotal Uses	\$	1,660.1	\$	1,645.7	\$	(14.4)
Designations		96.5		98.7		2.2
Total Expenditures / Designations	\$	1,756.6	\$	1,744.4	\$	(12.2)

OCTA – Orange County Transportation Authority

Excess Liability Insurance

- In December 2020, the OCTA Board directed staff to become fully self-insured for liability
- In December 2024, the OCTA Board directed staff to remain fully self-insured
- The FY 2025-26 OCTA budget plans for continued self-insurance
 - Insurance market conditions and OCTA's risk profile have not materially changed since December 2024
- The Board-approved Reserve Policy requires the minimum liability reserve be set at \$7.1 million for this FY
 - The Liability Fund balance is currently \$20.4 million

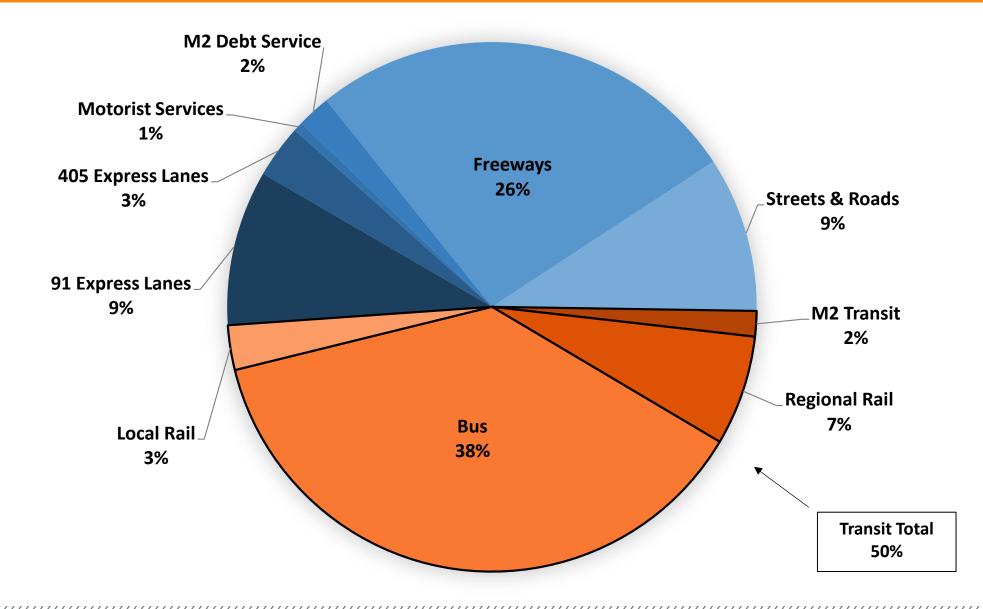
Key Expenditures by Fund

	Technical Infrastructure and Business Systems Support	\$ 23,820,828 Sc	Software and hardware acquisition, maintenance, and licensing
General Fund	Transportation Planning and Studies	\$ 3,580,750 Tra	ransit corridor and regional mobility studies
	Bicycle and Pedestrian Facilities	\$ 3,252,460 O	OCTA awards to local agencies for bicycle and pedestrian facilities
	State Route 91, State Route 55 to State Route 57 (Project I)	\$	Construction, construction management, and right-of-way capital and utilities funded by 91 Express Lanes
	State Route 55, Interstate 405 to State Route 91 (Project F)	\$	Right-of-way capital, right-of-way utilities, and construction management
	Interstate 5, Interstate 405 to State Route 55 (Project B)	\$	Construction, construction management, and right-of-way capital
	Local Fair Share (Project Q)	\$ 79,707,642 18	8 percent of M2 net revenues to local agencies for streets and roads
	Interstate 5, State Route 73 to EI Toro Road (Project C)	\$	Construction capital, right-of-way capital, and construction management services
	Regional Capacity Program (Project O)	\$ 47,575,000 Co	Competitive funding for local agency streets and roads projects
	Interstate 405, State Route 73 to Interstate 605 (Project K)	\$ 45,043,515 Ri	Right-of-way capital, utilities, and cooperative agreements
M2	Regional Traffic Signal Synchronization (Project P)	\$ 38,868,700 Si	Signal synchronization projects to be implemented along OC corridors
1112	State Route 57, Orangewood Avenue to Katella Avenue (Project G)	\$ 26,290,000 Co	Construction, construction management, and right-of-way capital
	Clean-up Highway/Street Runoff (Project X)	\$ 15,803,150 Pa	Payments for M2 environmental cleanup program projects
	Community-Based Transit Circulators (Project V)	\$ 15,325,000 Pa	Payments to local jurisdictions to operate community transit circulators
	Interstate 605, Katella Avenue Interchange (Project M)	\$ 9,135,000 Co	Construction, construction management, and design services
	Senior Mobility and Non-Emergency Medical Programs (Project U)	\$ 8,453,448 Se	Senior Non-Emergency Medical Transportation and Senior Mobility Program payments to local agencies
	Freeway Environmental Mitigation	\$ 5,748,707 M	A2 mitigation program endowment, property acquisition, and restoration projects
	LTA - California Department of Tax and Fee Administration (CDTFA)	\$ 4,277,764 LT	TA CDTFA fees for the collection and distribution of the local sales tax
	Safe Transit Stops (Project W)	\$ 1,541,000 Gi	Grants to cities for previously approved bus stop improvement projects
M2 Debt	Tax-Exempt Bonds	\$ 45,241,794 Int	nterest and principal payments for M2 bonds
Local Rail	OC Streetcar	\$ 57,662,095 St	Streetcar vehicles, construction, construction management, right-of-way, pre-revenue, and revenue service
91 Express Lanes	91 Express Lanes	\$ 28,163,062 Co	Contracted operations and express lanes toll management system
405 Express Lanes	405 Express Lanes	\$ 55,634,102 Co	Contracted operations, right-of-way capital and utilities, toll management, and back office system
Internal Service Funds	Workers' Compensation	\$ 9,148,878 Cl	Claims expenses and insurance related to workers' compensation
internal oervice railus	Personal Liability and Property Damage Legal, Insurance, and Claims	\$ 4,538,045 Cl	Claims expenses, property insurance, and legal fees
Motorist Services	Freeway Service Patrol (FSP)	\$ 11,525,168 FS	SP tow service, 511 program, and call box maintenance

Key Expenditures by Fund (Continued)

	Coastal Rail Improvements	\$ 72,15	000 Construction, construction management, and project management
	Metrolink Budget		996 Metrolink operating subsidy
	Mission Viejo/Laguna Niguel Slope Stabilization		000 Construction and construction management
Regional Rail	San Juan Creek Bridge Replacement	\$ 5,11	000 Right-of-way utility, project management, and support services
	Placentia Metrolink Rail Station	\$ 5,05	000 Design services
	OCTA Rail Support Services	\$ 4,72	525 Rail right-of-way maintenance services and outreach
	Regional Rail Transit Police Services	\$ 3,414	000 Orange County Sheriff's regional rail transit police services
	Contracted Fixed-Route Services	\$ 68,27	216 Contracted fixed-route fixed and variable costs
	Paratransit Services	\$ 61,92	647 Americans with Disabilities Act (ADA) ACCESS service and ADA supplemental taxi services
	Zero-Emissions Bus Infrastructure		500 Zero-emissions bus upgrades at bus bases and transit centers
	Transit Technology and Communications Capital	\$ 26,84	857 Fixed-route and paratransit revenue vehicle radio retrofit and eSignage capital
	Bus Purchases and Engine Replacements	\$ 25,20	000 Fixed-route revenue vehicle and revenue vehicle engine purchases
	Fuels		254 Compressed natural gas (CNG), gasoline, hydrogen fuel, and electricity costs
	Directly Operated Fixed-Route Services and Supplies	\$ 15,12	394 General services and supplies for directly operated fixed-route services
	Bus Base and Transit Center Projects	\$ 13,512	890 Facility maintenance and upgrades at bus bases and transit centers
	Bus Transit Police Services	\$ 10,49	453 Orange County Sheriffs transit police services
	OCTA New Headquarters Building Improvements	\$ 9,11	135 Design services, construction, and capital improvements
OCTD	Maintenance Parts	\$ 6,40	917 Maintenance parts for revenue vehicles
	Transit Security & Operations Center	\$ 5,00	000 Construction, construction management, and design services
	Utilities	\$ 4,47	630 Gas, electric, water, and waste management for OCTA owned locations
	Enhanced Mobility for Seniors and Individuals with Disabilities	\$ 4,38	534 Transportation services for persons of low income, seniors, and persons with disabilities
	iConnect	\$ 3,822	000 Contribution to iConnect service for variable and fixed costs
	LTF - External Contributions	\$ 3,43	442 Southern California Association of Governments (SCAG) and Laguna Beach Municipal Transit Lines
	LTF - CDTFA	\$ 2,18	035 LTF CDTFA fees for the collection and distribution of the local sales tax
	Tires	\$ 2,05	554 Tire replacement and leasing for OCTA owned revenue vehicles
	OCTA New Headquarters Operating Expenses	\$ 1,775	172 Maintenance, security, and utilities services
	Vanpool Program	\$ 1,50	791 OCTA Vanpool program subsidy and outreach for vanpools
	Customer Information Center		556 Operating costs for call center to provide information on OCTA's bus program
	Mobile Ticketing	\$ 1,09	529 Fare collection system hosting and sales charges
		\$ 1,376,75	748 These items represent 84 percent of the proposed budget expenditures

Total Budget by Program



Bus Program Assumptions

- Fixed-Route OC Bus Service
 - Revenue service hours are anticipated to increase four percent to 1.62 million to meet ongoing passenger demand
- Paratransit Service
 - Budgeted trips decreasing from 1.42 million to 1.36 million based on service trends and demand
- Major Capital Projects
 - Replacing seven 60-foot CNG articulated buses with fuel-cell electric buses
 - Intelligent Transportation Management System (ITMS) equipment
 - Hydrogen fueling station at the Garden Grove Base

CNG - Compressed Natural Gas

OCTD Sources & Uses

		FY 2024-25		FY 2	2025-26		
In M	Aillions	Арр	roved	Pro	posed	Cha	nge
Op	perating Sources	Βι	dget	Budget			\$
	Local Transportation Fund Sales Tax	\$	211.7	\$	209.9	\$	(1.8)
	Federal Operating Grants		74.3		83.5		9.2
	Interest Income		29.5		44.5		15.0
	Passenger Fares		36.5		41.5		5.0
	Property Taxes		18.8		21.0		2.2
	Other OCTD Revenue		10.2		16.3		6.1
	Regional Rail Funds		6.2		5.4		(0.8)
	State Operating Grants		2.0		0.4		(1.6)
	Reimbursements from Other Agencies		0.2		0.2		-
	State Transit Assistance		5.0		-		(5.0)
	Total Revenue / Use of Designations	\$	394.4	\$	422.7	\$	28.3

In Millions		2024-25 proved		2025-26 posed	Cha	ange
Capital Sources	B	udget	Budget		\$	
State Capital Grants	\$	126.5	\$	48.2	\$	(78.3)
State Transit Assistance		46.0		43.5		(2.5)
Federal Capital Grants		29.9		3.9		(26.0)
Interest Income		-		1.1		1.1
Use of Prior Year Designations		60.4		54.1		(6.3)
Total Revenue / Use of Designations	\$	262.8	\$	150.8	\$	(112.0)

Capital Uses

Capital Projects	\$ 216.1	\$ 101.1	\$ (115.0)
New Headquarters Improvement Projects	-	9.1	9.1
Capital Designation	46.7	40.6	(6.1)
Total Expenditures / Designations	\$ 262.8	\$ 150.8	\$ (112.0)

Operating Uses

Overhead Allocation	54.5	60.1	5.6
Operating Services & Supplies	21.0	23.2	2.2
Fuels	19.6	16.3	(3.3)
Directly Operated Fixed-Route Services and Supplies	15.3	15.1	(0.2)
Bus Transit Police Services	10.8	10.5	(0.3)
Special Programs	2.9	6.8	3.9
Maintenance Parts	5.3	6.4	1.1
Rail and M2 Transit Extensions	2.3	3.8	1.5
M2 Transit Studies	0.5	1.1	0.6
Total Expenditures / Designations	\$ 394.4	\$ 422.7	\$ 28.3

Bus Capital Projects

Millions Bus Capital	Pro	025-26 posed udget
Zero-Emissions Bus Infrastructure	\$	29.9
Transit Technology and Communications Capital		26.8
Bus Purchases and Engine Replacements		25.2
Bus Base and Transit Center Projects		13.5
Transit Security & Operations Center		5.0
Bus Operations Support Vehicles		0.7
Total	\$	101.1

Regional Rail Program Assumptions

Metrolink Operations

- Metrolink operating subsidy request increasing with Metrolink service remaining flat year-over-year
 - Proposed FY budget includes direct federal funding drawdown for operations
- Operations will be funded with M2 High Frequency Metrolink Service funds, state operating grants, and federal funding
- Metrolink Capital
 - Capital budget includes Mission Viejo/Laguna Niguel slope stabilization, San Juan Creek Bridge replacement, and Placentia Metrolink station
- Coastal Rail Improvements
 - Largely funded by state grants

Regional Rail Sources & Uses

In Millions Operating Sources	Ap	2024-25 proved Budget	Pre	2025-26 oposed udget	С	hange \$
M2 Sales Tax	\$	36.0	\$	25.8	\$	(10.2)
State Operating Grants		26.0		26.0		-
Interest Income		6.1		6.9		0.8
Federal Operating Grants		0.1		2.9		2.8
Other Commuter Rail Revenue		1.4		1.3		(0.1)
Proceeds Sale of Capital Asset		1.9		-		(1.9)
Total Revenue / Use of Designations	\$	71.5	\$	62.9	\$	(8.6)

Operating Uses

_				
	Metrolink Operating Subsidy*	\$ 50.3	\$ 42.4	\$ (7.9)
	Operating Expenses	9.7	9.8	0.1
	Contributions to Operating Services	6.2	5.4	(0.8)
	Overhead Allocation	5.3	5.3	-
	Total Expenditures / Designations	\$ 71.5	\$ 62.9	\$ (8.6)

*Proposed operating subsidy budget includes reduction for direct federal funding drawdown

Millions apital Sources	Ар	2024-25 proved udget	Pro	2025-26 oposed udget	C	hange \$
M2 Sales Tax	\$	18.4	\$	19.3	\$	0.9
State Capital Grants		-		66.3		66.3
91 Express Lanes		-		5.0		5.0
Federal Capital Grants		1.2		-		(1.2)
Use of Prior Year Designations		11.2		-		(11.2)
Total Revenue / Use of Designations	\$	30.8	\$	90.6	\$	59.8

Capital Uses

Rail Capital Projects	\$ 30.8	\$ 90.6	\$ 59.8
Total Expenditures / Designations	\$ 30.8	\$ 90.6	\$ 59.8

Regional Rail Capital Summary

	FY 2	025-26
In Millions	Pro	posed
Regional Rail Capital	Bu	dget
Coastal Rail Improvements	\$	72.2
Mission Viejo/Laguna Niguel Slope Stabilization		6.1
San Juan Creek Bridge Replacement		5.1
Placentia Metrolink Rail Station		5.1
Irvine Station Improvements		0.9
Irvine Rail Maintenance Facility		0.9
Serra Siding Project		0.2
Signal Respacing and Control Point		0.1
Total	\$	90.6

Local Rail Assumptions

- Construction Assumptions
 - Construction expected to be completed winter 2025
 - Continues to be funded by a federal Full Funding Grant Agreement, state funds, and M2
- Pre-Revenue Phase
 - Testing will begin late spring 2025
 - Pre-revenue service set to begin early spring 2026
- Revenue Service
 - Scheduled to begin spring 2026

Local Rail Sources & Uses

In Millions	FY 2024-25 Approved			FY 2025-26 Proposed		nange
Construction Sources	Βι	ıdget	В	udget		\$
M2 Sales Tax	\$	55.2	\$	22.5		(32.7)
Federal Capital Assistance		24.2		23.7		(0.5)
Total Revenue / Use of Designations	\$	79.4	\$	46.2	\$	(33.2)

Construction Uses

Capital Projects		\$ 52.8	\$ 34.7	\$ (18.1)
Professional Services		19.0	8.5	(10.5)
Overhead Allocation		5.7	2.8	(2.9)
Contributions to Other Ag	encies	1.9	0.2	(1.7)
Total Expenditures / Desig	gnations	\$ 79.4	\$ 46.2	\$ (33.2)

)24-25		025-26		
In Millions	Appr	roved	Pro	posed	Ch	ange
Pre-Revenue Phase Sources	Bu	dget	Bu	Idget		\$
M2 Sales Tax	\$	8.6	\$	11.2		2.6
Total Revenue / Use of Designations	\$	8.6	\$	11.2	\$	2.6
Pre-Revenue Phase Uses						
Operating Services & Supplies	\$	7.4	\$	10.0	\$	2.6
Overhead Allocation		1.2		1.2		0.0
Total Expenditures / Designations	\$	8.6	\$	11.2	\$	2.6
	FY 2()24-25	FY 2	025-26		
In Millions	Appr	roved	Pro	posed	Ch	ange
Revenue Phase Sources	Bu	dget	Bu	Idget		\$
M2 Sales Tax	\$	-	\$	3.3		3.3
Passenger Fares		-		0.6		0.6
Reimbursements from Other Agencies		-		0.5		0.5
Total Revenue / Use of Designations	\$	-	\$	4.4	\$	4.4

Operating Services & Supplies	\$ -	\$ 4.3	\$ 4.3
Overhead Allocation	-	0.1	0.1
Total Expenditures / Designations	\$	\$ 4.4	\$ 4.4

M2 Freeways Summary

In Millions Freeways	Pro	2025-26 posed udget
State Route 91, State Route 55 to State Route 57 (Project I)	\$	133.4
State Route 55, Interstate 405 to State Route 91 (Project F)		103.0
Interstate 5, Interstate 405 to State Route 55 (Project B)		96.9
Interstate 5, State Route 73 to EI Toro Road (Project C)		50.0
Interstate 405, State Route 73 to Interstate 605 (Project K)		45.0
State Route 57, Orangewood Avenue to Katella Avenue (Project G)		26.3
Interstate 605, Katella Avenue Interchange (Project M)		9.1
Interstate 5, EI Toro Road Interchange (Project D)		0.6
Total	\$	464.3

M2 Direct Funding to Cities & County

In Millions M2 Streets & Roads	Pro	025-26 posed idget
Local Fair Share (Project Q)	\$	79.7
Regional Capacity Program (Project O)		47.6
Regional Traffic Signal Synchronization (Project P)		38.9
Subtotal	\$	166.2
In Millions M2 Transit	Pro	025-26 posed idget
Community-Based Transit Circulators (Project V)	\$	15.3
Senior Mobility and Non-Emergency Medical Programs (Project U)		8.5
Safe Transit Stops (Project W)		1.5
Subtotal	\$	25.3
In Millions M2 Environmental	Pro	2025-26 posed udget
Clean-up Highway/Street Runoff (Project X)	\$	15.8
Subtotal	\$	15.8
Grand Total	\$	207.3

91 Express Lanes Sources & Uses

	FY 20	024-25	FY 2	025-26		
In Millions	Арр	roved	Pro	posed	Cha	ange
Operating Sources	Budget		Budget		\$	
Toll Revenue	\$	53.0	\$	58.3	\$	5.3
Interest Income		7.6		8.8		1.2
Non-Toll Revenue		5.3		6.4		1.1
Reimbursement from Other Agen	cies	0.6		0.6		-
Total Revenue / Use of Designat	ions \$	66.5	\$	74.1	\$	7.6

Operating Uses

	Designations Total Expenditures / Designations	35.2 66.5	44.5 74.1	9.3 7.6
	Debt & Interest Expense	8.1	8.1	-
	Insurance Claims/Premiums	0.9	0.4	(0.5)
	Leases & Other Office Expenses	1.0	1.1	0.1
	Overhead Allocation	4.2	4.2	-
	Tollroad Management Contract	7.8	7.4	(0.4)
1	Professional Services	\$ 9.3	\$ 8.4	\$ (0.9)

		024-25			Ch	2000
In Millions	Approved		Proposed		Change	
Capital Sources	I Sources Budget Budget		udget		\$	
Toll Revenue	\$	-	\$	2.9	\$	2.9
Use of Prior Year Designations		58.9		137.8		78.9
Total Revenue / Use of Designations	\$	58.9	\$	140.7	\$	81.8

Capital Uses

State Route 91 Corridor Contributions	\$ 55.0	\$ 137.8	\$ 82.8
Capital	3.9	2.9	(1.0)
Total Expenditures / Designations	\$ 58.9	\$ 140.7	\$ 81.8

405 Express Lanes Sources & Uses

	FY 2	024-25	FY 2	025-26		
In Millions	Wo	rking	Pro	posed	Ch	ange
Operating Sources Bu		ıdget	Βι	ıdget		\$
Toll Revenue	\$	27.2	\$	46.9	\$	19.7
Non-Toll Revenue		1.2		6.9		5.7
Interest Income		-		4.9		4.9
Use of Prior Year Designations		28.8		-		(28.8)
Total Revenue / Use of Designations	\$	57.2	\$	58.7	\$	1.5

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	Tollroad Management Contract	\$ 15.5	\$ 15.2 \$	(0.3)
	Professional Services	10.6	13.2	2.6
	Overhead Allocation	4.2	4.2	-
	Interest Expense	12.3	12.5	0.2
	Designations	14.6	13.6	(1.0)
1	Total Expenditures / Designations	\$ 57.2	\$ 58.7 \$	1.5

In Millions	FY 2024-25 Working		FY 2025-26 Proposed		Change	
Capital Sources	Budget		Budget		\$	
Use of Prior Year Designations	\$	17.9	\$	14.6	\$	(3.3)
Total Revenue / Use of Designations	\$	17.9	\$	14.6	\$	(3.3)

Capital Uses

Capital	\$ 17.9	\$ 14.6	\$ (3.3)
Total Expenditures / Designations	\$ 17.9	\$ 14.6	\$ (3.3)

Motorist Services Assumptions

- Motorist Services budget of \$13 million consistent with current FY
- Motorist Services programs include:
 - FSP at \$10.4 million
 - 511 Program at \$500,000
 - Call Box at \$500,000

OCTA Staffing	FY 2024-25 Full-time Equivalent	FY 2025-26 Full-time Equivalent	FY 2025-26 New Hires	FY 2025-26 Reductions	Difference
Administrative*	532.5	536.5	4.0	-	4.0
Union	798.0	825.0	27.0	-	27.0
Coach Operators**	599.0	626.0	27.0	-	27.0
Maintenance	158.0	158.0	-	-	-
Facility Technicians and Parts Clerks	41.0	41.0	-	-	-
OCTA Positions	1,330.5	1,361.5	31.0	-	31.0
LOSSAN Funded OCTA Positions	18.0	18.0	-	-	-
Total Authority Positions	1,348.5	1,379.5	31.0	-	31.0

28

*11 administrative positions on hold for future consideration

**Additional coach operators for increased bus service and reduced overtime budget

Employee Compensation Assumptions

- Employees Subject to Collective Bargaining Agreement
 - Coach Operators (626 employees)
 - Collective bargaining agreement effective through April 30, 2027
 - Maintenance (158 employees)
 - Collective bargaining agreement effective through September 30, 2025
 - Facilities technicians and parts clerks (41 employees)
 - Collective bargaining agreement effective through March 31, 2027
- Administrative Employees (536.5 + 18 LOSSAN employees)
 - Employees are not represented by a union
 - Compensation governed by the Personnel and Salary Resolution, which is approved annually as part of the budget
 - Salary grade ranges are developed based upon scope, level of work performed, and external market data

Personnel and Salary Resolution

- Pertaining to Administrative employees
 - Employees are at-will and not represented by a union
 - Administrative employees do not receive cost-of-living adjustments, step increases, or automatic increases of any type
- Merit Pool of 4 percent
 - Salary increases are based on a pay-for-performance program
 - Every employee has a performance plan and receives an annual performance review
 - Base-building adjustment to annual salary
- Bonus Pool of 4 percent
 - Non-base building does not increase annual salary
 - Bonuses are given throughout the year for specific, exceptional performance in a defined goal area
 - Part of employee rewards and recognition strategy

Next Steps

 Committee meetings and one-on-one meetings with Board Members 	May 13 - June 8
 Public Hearing Preview – Finance & Administration Committee 	May 28
 Public Hearing – Board (Public Hearing and approval) 	June 9
 Back-up Public Hearing – Board (Public Hearing and approval) 	June 23





Fiscal Year 2025-26 Proposed Budget

for the

Orange County Transportation Authority

can be found below:

2025 Budget Documents