



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, September 23, 2019 at 9:00 a.m.

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

Agenda Descriptions

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

Public Comments on Agenda Items

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

Public Availability of Agenda Materials

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

Call to Order

Invocation

Director Delgleize

Pledge of Allegiance

Director Moreno



BOARD AGENDA

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Presentation of Resolutions of Appreciation for Employees of the Month for September 2019

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2019-075, 2019-076, and 2019-077 to Mike Hang, Coach Operator; Robert Rodriguez, Maintenance; and Janice Lambe, Administration, as Employees of the Month for September 2019.

Consent Calendar (Items 2 through 11)

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

2. Approval of Minutes

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of September 9, 2019.

3. Diversity Outreach and Inclusion Update

Ted P. Nguyen/Lance M. Larson

Overview

The Orange County Transportation Authority has a diversity outreach and inclusion program as part of its communications efforts. The goal of the program is to cultivate relationships of trust and utilize different outreach, communications, and marketing methods in order to tap into the potential for increased engagement among Orange County's diverse community members. This report provides an update on recent outreach activities.

Recommendation

Receive and file as an information item.



BOARD AGENDA

4. **Request to Exercise Option Term for Right-of-Way Maintenance Services on the Los Angeles - San Diego - San Luis Obispo Rail Corridor Orange and Olive Subdivisions**
Gerald Ray Smith, Jr. /Jennifer L. Bergener

Overview

On November 24, 2014, the Orange County Transportation Authority Board of Directors approved an agreement with Joshua Grading & Excavating, Inc., to provide railroad right-of-way maintenance services on the Los Angeles - San Diego - San Luis Obispo Rail Corridor Orange and Olive Subdivisions for five years, with one two-year option term. In order to continue railroad right-of-way maintenance services, approval to exercise the two-year option term of the existing contract is requested.

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1361 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., to exercise the two-year option term for right-of-way maintenance services on the Los Angeles - San Diego - San Luis Obispo Rail Corridor Orange and Olive Subdivisions, in the amount of \$2,600,000, and extend the term of the agreement through January 22, 2022. This will increase the maximum obligation of the agreement to a total contract value of \$10,800,000.

5. **Guidance for the Orange County Transportation Authority Decision-Making When Requested to Lead a Locally-Sponsored Capital Project**
Tamara Warren/Kia Mortazavi

Overview

The Orange County Transportation Authority can serve as the lead agency for delivery of certain locally-sponsored transportation capital projects if requested. A framework to guide decision-making in the event of such requests is presented for Board of Directors' consideration and action.

Recommendation

Adopt a guidance document to assist the Orange County Transportation Authority in responding to future requests to deliver a locally-sponsored capital project, and direct staff to share the guidance with Orange County local jurisdictions for their information.



BOARD AGENDA

6. Regional Planning Update
Warren Whiteaker/Kia Mortazavi

Overview

Regional planning updates are provided periodically to highlight transportation planning issues impacting the Orange County Transportation Authority and the Southern California region. This update focuses on the development of the Southern California Association of Governments' 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy, federal rulemaking, and Orange County express lane planning and development efforts.

Recommendation

Receive and file as an information item.

7. Fiscal Year 2018-19 Low Carbon Transit Operations Program Update
Louis Zhao/Kia Mortazavi

Overview

The Orange County Transportation Authority submitted five projects for \$7.1 million in fiscal year 2018-19 Low Carbon Transit Operations Program funding. An amendment to the program to support expanded commuter rail service in Orange County is provided for Board of Directors' approval.

Recommendations

- A. Approve Resolution 2019-070, which authorizes the use of up to \$2.1 million in fiscal year 2018-19 Low Carbon Transit Operations Program funding for Metrolink Service Expansion, consistent with the Low Carbon Transit Operations Program Guidelines.
- B. Authorize the Chief Executive Officer, or his designee, to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendation.



BOARD AGENDA**Orange County Transit District Consent Calendar Matters****8. Amendment to Agreement for Bus Stop Maintenance Services**

Johnny Dunning, Jr./Jennifer L. Bergener

Overview

On October 27, 2014, the Board of Directors approved an agreement with ShelterClean Services, Inc., for ongoing preventive and corrective maintenance at each of the Orange County Transportation Authority's bus stop locations. The current agreement for these services will expire on November 30, 2019. Staff is requesting Board of Directors' approval to exercise the second and final two-year option term.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-4-1620 between the Orange County Transportation Authority and ShelterClean Services Inc., in the amount of \$977,976, to exercise the second two-year option term of the agreement through November 30, 2021, for bus stop maintenance services. This will increase the maximum obligation of the agreement to a total contract value of \$3,595,629.

9. Amendment to Agreement for the Operation and Maintenance of a Microtransit Pilot Program

Johnny Dunning, Jr./Jennifer L. Bergener

Overview

On March 26, 2018, the Board of Directors approved an agreement with Keolis Transit Service, LLC, for the operation and maintenance of the OC Flex microtransit pilot program. The initial term for this agreement expires in October 2019. In order to continue service, an amendment to exercise the first one-year option is necessary.



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

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,106,006, to exercise the first option term of the agreement to provide continued operation and maintenance of the OC Flex microtransit pilot program, from October 15, 2019 to October 14, 2020, increasing the maximum obligation of the agreement to a total contract value of \$2,362,843.

10. October 2019 Bus Service Change

Gary Hewitt/Kia Mortazavi

Overview

The October 2019 bus service change consists of both major and minor schedule changes to bus routes which address summer demand, road construction, coach operator input, customer requests, and implement changes approved by the Board of Directors in July 2019.

Recommendation

Receive and file as an information item.

Orange County Local Transportation Authority Consent Calendar Matters**11. Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55**

Jeannie Lee/James G. Beil

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.



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

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1557 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.
- B. Approve the release of Request for Proposals 9-1557 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Regular Calendar**Orange County Transportation Authority Regular Calendar Matters****12. 2020 State Transportation Improvement Program**

Ben Ku/Kia Mortazavi

Overview

Every two years, the Orange County Transportation Authority prepares a program of projects for state funding through the State Transportation Improvement Program. Program recommendations are presented for the Board of Directors' consideration and approval. These recommendations are consistent with programming policies approved by the Board of Directors.

Recommendations

- A. Approve the 2020 State Transportation Improvement Program submittal to program \$203.645 million to seven projects, from fiscal year 2020-21 through fiscal year 2024-25.
- B. Authorize the use of up to \$40.512 million in Surface Transportation Block Grant funds, \$92.328 million in Measure M2 funds, and \$44.791 million in SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program funds for the 2020 State Transportation Improvement Program projects.



BOARD AGENDA**12. (Continued)**

- C. Authorize staff to make all necessary amendments to the State Transportation Improvement Program and the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.

Discussion Items**13. Public Comments**

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

14. Chief Executive Officer's Report**15. Directors' Reports****16. Closed Session**

A Closed Session will be held as follows:

- A. Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the maintenance unit. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and for Teamsters Local 952 is Patrick Kelly or his designee.
- B. Pursuant to Government Code Section 54956.9(a) - Conference with General Counsel - Existing Litigation; Orange County Transportation Authority v. Perlin Development & Engineering Corp., et al., OCSC Case No. 30-2018-01039046.
- C. Pursuant to Government Code Section 54956.9(a) – Conference with General Counsel – Existing Litigation; In Re: Toll Roads Litigation, United States District Court – Central Division Case No. 8:16 CV 00262 AG.



BOARD AGENDA**17. Adjournment**

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, October 14, 2019**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room - Conference Room 07-08, Orange, California.

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

Call to Order

The September 9, 2019 regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Shaw at 9:03 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Chairman Shaw introduced Christina Perez who is a part of OCTA's Employee Rotation Program, and her current rotation is with the Clerk of the Board Department.

Roll Call

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

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

Director Absent: Barbara Delgleize
 Andrew Do
 Donald P. Wagner

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

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Presentation of Resolutions of Appreciation for Employees of the Month for August 2019

Darrell E. Johnson, Chief Executive Officer (CEO), presented OCTA Resolutions of Appreciation Nos. 2019-072, 2019-073, and 2019-074 to Deanna Alhayek, Coach Operator; Pio Balonda, Maintenance; and Ron Wolf, Administration, as Employees of the Month for August 2019.

Consent Calendar (Items 2 through 20)

Orange County Transportation Authority Consent Calendar Matters

2. Approval of Minutes

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of August 12, 2019.

Director Hennessey was not present to vote on this item.

3. Audit of State Transportation Improvement Program Planning, Programming and Monitoring Program, Program Fiscal Year 2016-2017

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

Director Hennessey was not present to vote on this item.

4. 91 Express Lanes Quarterly Update for the Period Ending June 30, 2019

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

Director Hennessey was not present to vote on this item.

5. State Legislative Status Report

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

Director Hennessey was not present to vote on this item.

6. Federal Legislative Status Report

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

Director Hennessey was not present to vote on this item.

7. Fourth Quarter Fiscal Year 2018-19 Procurement Status Report

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

Director Hennessey was not present to vote on this item.

8. Agreement for Custodial Banking Services

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

- A. Approve the selection of U.S. Bank as the firm to provide custodial banking services for the Orange County Transportation Authority's short-term investment portfolio.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1361 between the Orange County Transportation Authority and U.S. Bank, in the amount of \$381,400, for a five-year term, to provide custodial banking services for the Orange County Transportation Authority's short-term investment portfolio.

Director Hennessey was not present to vote on this item.

9. Excess Workers' Compensation Insurance Policy

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A43072, in an amount not to exceed \$500,000, to Marsh Risk and Insurance Services, Inc., to purchase excess workers' compensation insurance from Arch Insurance Company on behalf of the Orange County Transportation Authority for the policy period of October 1, 2019 to October 1, 2020.

Director Hennessey was not present to vote on this item.

10. Agreements for Health Insurance Services

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

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-5-3649 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Kaiser Permanente Health Plan, Inc., on a cost per employee basis, for prepaid medical services through December 31, 2020. The annual 2020 Kaiser Permanente Health Plan, Inc., premium cost will vary in accordance with actual enrollment.

- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-5-3650 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Anthem Blue Cross, on a cost per employee basis, for prepaid medical services through December 31, 2020. The annual 2020 Anthem Blue Cross health maintenance organization premium costs will vary in accordance with actual enrollment.

- C. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-5-3651 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Anthem Blue Cross, on a cost per employee basis, for preferred provider organization medical services through December 31, 2020. The annual 2020 Anthem Blue Cross preferred provider organization premium costs will vary in accordance with actual enrollment.

- D. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Agreement No. C-5-3652 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Anthem Blue Cross, on a cost per employee basis, for a consumer driven health plan through December 31, 2020. The annual 2020 Anthem Blue Cross consumer driven health plan premium costs and health savings account expenses will vary in accordance with actual enrollment.

10. (Continued)

- E. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 9 to Agreement No. C-1-2996 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Delta Dental, on a cost per employee basis, for preferred provider organization dental services through December 31, 2020. The annual 2020 Delta Dental preferred provider organization premium costs will vary in accordance with actual enrollment.
- F. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 9 to Agreement No. C-1-2995 between the Orange County Transportation Authority and Delta Dental, on a cost per employee basis, for health maintenance organization dental services through December 31, 2020. The annual 2020 Delta Dental health maintenance organization premium costs will vary in accordance with actual enrollment.
- G. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C-8-1869 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Delta Dental, on a cost per employee basis, for health maintenance organization dental services through December 31, 2020. The annual 2020 Delta Dental health maintenance organization premium costs will vary in accordance with actual enrollment.
- H. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-1-2997 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for Vision Service Plan, on a cost per employee basis, for vision services through December 31, 2020. The annual 2020 vision services premium costs will vary in accordance with actual enrollment.
- I. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Purchase Order No. C-7-1897 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for VOYA for life and accidental death and dismemberment insurance through December 31, 2020. The annual 2020 life and accidental death and dismemberment premium costs will vary in accordance with actual volume in the plan.

10. (Continued)

- J. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Purchase Order No. C-7-1898 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for VOYA to provide supplemental life insurance to employees at their own expense through December 31, 2020.
- K. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Purchase Order No. C-7-1899 between the Orange County Transportation Authority and California State Association of Counties - Excess Insurance Authority for VOYA for short-term and long-term disability insurance through December 31, 2020. The annual 2020 short-term and long-term disability premium costs will vary in accordance with actual volume in the plan.
- L. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Purchase Order No. C-7-1900 between Orange County Transportation Authority and California State Association of Counties - Excess Insurance Activity for VOYA with Compsych to provide employee leave administration through December 31, 2020.

Director Hennessey was not present to vote on this item.

11. Grant Award for the Pedestrian and Bicycle Safety Program

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to adopt Orange County Transportation Authority Resolution No. 2019-071 authorizing the Chief Executive Officer, or designee, to accept the State of California Office of Traffic Safety award, and to negotiate and execute grant-related agreements and documents with the California Office of Traffic Safety.

Director Hennessey was not present to vote on this item.

12. Draft 2019 Orange County Congestion Management Program Report Release for Public Review

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to direct staff to release the draft 2019 Orange County Congestion Management Program Report for public review and set November 25, 2019, as a public hearing date for adoption of the final 2019 Orange County Congestion Management Program.

Director Hennessey was not present to vote on this item.

Orange County Transit District Consent Calendar Matters

13. Agreement with Element Markets Renewable Energy, LLC, for Purchase of Natural Gas and Monetization of Federal and State Credits, Internal Audit Report No. 19-511

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to receive and file Agreement with Element Markets Renewable Energy, LLC, for Purchase of Natural Gas and Monetization of Federal and State Credits, Internal Audit Report No. 19-511, as an information item.

Director Hennessey was not present to vote on this item.

14. Approval to Release Invitation for Bids for Lease and Full Service of Bus Tires

A motion was made by Director R. Murphy, seconded by Director Davies, and declared passed by those present, to approve the release of Invitation for Bids 9-1354 for the lease and full-service of bus tires.

Director Hennessey was not present to vote on this item.

Orange County Local Transportation Authority Consent Calendar Matters

15. Consultant Selection for On-Call Real Property Appraisals and Related Services

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

- A. Approve the selection of Hendrickson Appraisal Company, Inc., Hennessey and Hennessey, LLC, Integra Realty Resources - Los Angeles, and R.P. Laurain & Associates, Inc., as the firms to provide on-call real property appraisals and related services in the aggregate amount of \$3,500,000.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-0995 between the Orange County Transportation Authority and Hendrickson Appraisal Company, Inc., as the firm to provide on-call real property appraisals and related services for a five-year term.

15. (Continued)

- C. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1473 between the Orange County Transportation Authority and Hennessey and Hennessey, LLC, as the firm to provide on-call real property appraisals and related services for a five-year term.
- D. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1474 between the Orange County Transportation Authority and Integra Realty Resources - Los Angeles as the firm to provide on-call real property appraisals and related services for a five-year term.
- E. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1475 between the Orange County Transportation Authority and R.P. Laurain & Associates, Inc., as the firm to provide on-call real property appraisals and related services for a five-year term.

Director Hennessey was not present to vote on this item.

16. Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between State Route 55 and Lakeview Avenue

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

- A. Approve the selection of Parsons Transportation Group, Inc., as the firm to prepare the plans, specifications, and estimates for the State Route 91 improvement project between State Route 55 and Lakeview Avenue.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1160 between the Orange County Transportation Authority and Parsons Transportation Group, Inc., to prepare the plans, specifications, and estimates for the State Route 91 improvement project between State Route 55 and Lakeview Avenue.

Director Hennessey was not present to vote on this item.

17. Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2019

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

Director Hennessey was not present to vote on this item.

18. 2019 Project X - Tier 1 Call for Projects Programming Recommendations

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

- A. Approve the 2019 Tier 1 Environmental Cleanup Program's programming recommendation to fund ten projects, in the amount of \$1,962,452.
- B. Approve the 2019 Tier 1 Environmental Cleanup Program's programming recommendation to fund one project in the City of Fullerton, in the amount of \$82,782, subject to receipt of a revised city council resolution.

Director Hennessey was not present to vote on this item.

19. Measure M2 Quarterly Progress Report for the Period of April 2019 Through June 2019

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

Director Hennessey was not present to vote on this item.

20. Approval to Release Request for Proposals for On-Call Traffic Engineering and Intelligent Transportation Systems Services

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

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1513 for selection of consultants for on-call traffic engineering and intelligent transportation systems services.
- B. Approve the release of Request for Proposals 9-1513 for selection of consultants for on-call traffic engineering and intelligent transportation systems services for regional traffic signal synchronization projects.

Director Hennessey was not present to vote on this item.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

21. Agreement for Medical Clinic Services

Chairman Shaw provided opening comments that this item is at the request of Pacific Medical Clinic for the Board of Directors (Board) to hear a third step protest regarding the award of a contract for medical clinic services.

Chairman Shaw stated that Pacific Medical Clinic is asking the Board to reconsider a recommendation made by the staff's evaluation committee and OCTA's Finance and Administration Committee.

Virginia Abadessa, Director of Contracts Administration and Materials Management, reported on the procurement and bid protest timelines and process, as well as highlighted the Supplemental Information provided to the Board.

Chairman Shaw made two announcements that Pacific Medical Clinic may have an opportunity to address Board with its appeal, and there was no appeal presented by Pacific Medical Clinic to the Board.

A public comment was heard from Vera Sredanovic, ProCare Work Injury Center & Urgent Care (ProCare), who thanked the Board for considering ProCare for OCTA's medical services. Ms. Sredanovic assured the Board that ProCare will do its best to help speed up the process in hiring coach operators and other OCTA medical services.

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

- A. Approve the selection of Cheshire Medical Corporation, doing business as ProCare Work Injury Center & Urgent Care, as the medical clinic to provide medical services to ensure compliance with the State of California Department of Motor Vehicles, Federal Transit Administration, and California Occupational Safety and Health Administration regulations.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1165 between the Orange County Transportation Authority and Cheshire Medical Corporation, doing business as ProCare Work Injury Center & Urgent Care, in the amount of \$573,000, for a three-year initial term, effective August 1, 2019 through July 31, 2022, with one, two-year option term, to provide medical services.

Vice Chairman Jones was not present to vote on this item.

Orange County Local Transportation Authority Regular Calendar Matters

22. Interstate 405 Improvement Project Update

Jeff Mills, Program Manager for the Interstate 405 (I-405) Improvement Project, and Chris Boucly, I-405 Project Outreach Manager, co-presented the PowerPoint for this item as follows:

- Project Location and Key Features;
- Background;
- Project Update;
- Construction Update:
 - Santa Ana River bridge
 - Slater Avenue bridge
 - Oceanview Channel
 - Magnolia Street bridge
 - McFadden Avenue bridge
 - Goldenwest Street bridge;
- Look Ahead for Bridge Construction;
- Bridge Construction Map;
- Project Challenges;
- Schedule Mitigations;
- Interactive Engagement; and
- Upcoming Community Outreach.

A discussion ensued regarding:

- The public inquiries are as follows:
 - When will the project impact the resident
 - When will the bridge be completed
 - Soundwall design
 - Traffic congestion and traffic flow
 - Construction noise
- The construction zone collision prevention safety record has been good.
- In the late evening, there is additional California Highway Patrol enforcement, as well as radar speed signs in the construction zone to slow down speeding drivers.
- This project is the largest in California and largest highway system design-build in the United States.
- Director Chamberlain and the California Department of Transportation (Caltrans) District 12 team were complimented for assisting OCTA on multiple fronts.
- The corridor cities and contractors were acknowledged for all their hard work.
- OCTA has provided presentations to the corridor cities City Councils, as well as engaged with the corridor city managers and city staff.

22. (Continued)

- Later this year, a key milestones update will be provided the corridor cities City Councils, city managers, and city staff.
- Acceleration of the Edwards bridge timelines will have a positive regional mobility impact.

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

Discussion Items

23. Beach Boulevard Corridor Study

Dan Phu from the Planning Division provided a PowerPoint presentation for this item as follows:

- Project Overview;
- Corridor Overview;
- Study Approach;
- Purpose and Need;
- Toolbox Development;
- Draft Concepts by Mode; and
- Next Steps.

A discussion ensued regarding:

- Slide 7 of the PowerPoint, “Local/Corridor” column, was referenced, and “C” means that the concept will serve the corridor, and concept examples were highlighted.
- In February 2020, the final corridor study report will be completed.
- Once the study is completed, the concepts will be handed over to Caltrans.
- The Beach Boulevard Coalition’s (Coalition) efforts are about marketing, branding, and beautification of the corridor, and OCTA provided the Coalition a presentation of the corridor study.
- The City of Buena Park has made improvements on Beach Boulevard.
- Director Chaffee’s Fourth District includes five cities and the County of Orange in the corridor study. He stated that the City of Anaheim is making improvements at the intersection of Lincoln Avenue and Beach Boulevard.
- Director Chaffee requested that the corridor study’s consultant join, as may be appropriate, in his Fourth District city manager meeting held at its city hall to discuss this corridor study.
- OCTA has been working with the corridor cities and will be glad to join meetings with Director Chaffee and the corridor city managers.

No action was taken on this information item.

24. Update on State Route 55 Improvement Project from Interstate 5 to State Route 91

Jeannie Lee from Highway Programs and Calina North, State Route (SR) 55 Project Outreach Manager, provided a PowerPoint presentation for this item as follows:

- About the Project;
- Project Limits;
- SR-55 Between Interstate 5 and SR-22;
- SR-55 Between Fourth Street and 17th Street;
- SR-55 Between 17th Street and SR-22;
- Traffic Benefits;
- SR-55 Fourth Street Off-Ramp Widening;
- SR-55 Katella Avenue Ramp Widening;
- SR-55 Between SR-91 and South of Lincoln Avenue;
- Public Outreach and Noticing; and
- Environmental Phase Schedule.

No action was taken on this information item.

25. Public Comments

There were no public comments.

26. Chief Executive Officer's Report

Darrell E. Johnson, CEO, reported:

Measure M2 Freeway Program:

- There are 30 freeway segments for delivery.
- Today's SR-55 Improvement Project presentation was provided because OCTA is advancing the project through the environmental stage.

I-405 Improvement Project Update:

- Last Saturday night, crews completed the first stage of the Talbert Avenue bridge demolition and the second stage is set for Saturday, September 21st.
- The demolition of the Bushard Street bridge is set for Saturday, September 14th and Saturday, September 28th.
- The bridge demolition work will be overnight from 11:00 p.m. to 9:00 a.m. and require a full closure.
- Information will be communicated about the bridge demolition through all OCTA's regular channels.

26. (Continued)

College Student Bus Pass Program:

- On Thursday, September 12th at 11:30 a.m., OCTA will host an event at Fullerton College to celebrate the launch of the student bus pass program.
- The first two weeks of data for both Goldenwest and Fullerton colleges had over 15,000 boardings with 2,100 unique students swiping their bus pass.
- Since OCTA launched the program in 2017 at Santa Ana College, there has been more than 2.2 million boardings to date.

OCTA Rodeo:

- On Saturday, September 28th at 7:30 a.m., OCTA will host its annual Rodeo at the Santa Ana Base.
- Director Hernandez has indicated that he will drive and compete.
- The Board Members were encouraged to attend the Rodeo, and there will be opportunities to practice driving a bus and compete.

Association of Pedestrian and Bicycle Professionals (APBP)

- Paul Martin, Principal Transportation Analyst, was named the 2019 Public Sector Professional of the Year by APBP.
- Mr. Martin is OCTA's Active Transportation Coordinator and was congratulated for this honor as he has done an incredible amount of work for OCTA's transportation program.

27. Directors' Reports

There were no Directors' reports.

28. Closed Session

There were no Closed Sessions scheduled.

29. Adjournment

The meeting adjourned at 10:02 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, September 23, 2019**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

ATTEST:


Laurena Weinert
Clerk of the Board

Tim Shaw
Chairman



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Diversity Outreach and Inclusion Update

Legislative and Communications Committee Meeting of August 15, 2019

Present: Directors Bartlett, Davies, Delgleize, Hennessey, Hernandez, Shaw, and Winterbottom
Absent: None

Committee Vote

Following the discussion, no action was taken on this receive and file information item.

Staff Recommendation

Receive and file as an information item.



August 15, 2019

To: Legislative and Communications Committee
Darrell E. Johnson
From: Darrell E. Johnson, Chief Executive Officer
Subject: Diversity Outreach and Inclusion Update

Overview

The Orange County Transportation Authority has a diversity outreach and inclusion program as part of its communications efforts. The goal of the program is to cultivate relationships of trust and utilize different outreach, communications, and marketing methods in order to tap into the potential for increased engagement among Orange County's diverse community members. This report provides an update on recent outreach activities.

Recommendation

Receive and file as an information item.

Background

Orange County has a culturally rich community where, according to U.S. Census data, 34 percent of Orange County's population is Hispanic/Latino and 21 percent represent the Asian community. In addition to those significant numbers, approximately 1.1 million people in Orange County speak Spanish, Vietnamese, Korean, or Mandarin at home. These demographics demonstrate the importance of the Orange County Transportation Authority (OCTA) providing outreach to ethnic communities by engaging with leaders and organizations representing Orange County's diversity.

Discussion

OCTA executes various multimedia marketing and outreach efforts, partners with key stakeholders, actively participates in culturally significant events, and proactively employs other methods to better engage with diverse stakeholders. OCTA also conducts personalized one-on-one meetings and communicates via emails and phone calls with individuals representing diversity. This ongoing diversity outreach helps cultivate and sustain relationships of trust between OCTA and the diverse communities that it serves. These efforts also help OCTA

stay in tune with the pulse of ethnic communities and, most importantly, to hear and understand their concerns and issues to enhance transportation.

Business and Cultural Events

OCTA is among the leading public agencies in Southern California in connecting with minority-owned businesses and helping business owners understand the procurement process and how to compete for contracting opportunities. OCTA partners with business organizations, including the Orange County Hispanic Chamber of Commerce, the Vietnamese American Chamber of Commerce of Orange County, the Korean American Chamber of Commerce of Orange County, the Black Chamber of Commerce of Orange County, and others.

Throughout the year, OCTA staff members participate in numerous stakeholder events that include expos, conferences, and other business events attended by members of ethnic business organizations in order to share procurement opportunities and provide updates on transportation projects, programs, and plans. OCTA staff members are not only involved as members of various chambers of commerce and business associations representing diversity, but they also take a leadership role in helping these organizations with strategic planning and providing counsel to the mutual benefit of both the respective organizations and OCTA.

Commemorating cultural holidays and milestones is an important way to connect with members of Orange County's diverse community and to honor their unique heritage. In addition to recognizing and celebrating two holidays significant to Mexican Americans, Día de la Independencia on September 16 and Día de los Muertos on November 1, OCTA also participates in Black History Month in February, and in the Lunar New Year holiday also known as "Tết" in Vietnamese, "Seollal" or "Gujeon" in Korean, and "Nónglì xīnnián" in Chinese that occurs in late January or early February. From sharing social media posts with well-wishes for the community to attending celebrations with a visible presence, OCTA helps increase awareness of the role of transportation in improving the quality of life for community members.

Translations and Beyond

Past research has shown opportunities to boost the level of awareness of OCTA's important role in delivering transportation improvements. One critical way of increasing that understanding is by having project information translated into the languages understood by members of the community. A majority of OCTA project fact sheets, brochures, flyers, public notices, and questionnaires are now translated into Spanish, Vietnamese, Korean, and Chinese with language priority varying by project based on the respective demographic numbers. Interpreters

and/or bilingual staff members also are on hand for open houses, community activities, and other public events to share transportation information and seek public feedback in numerous languages.

Planning studies, capital project development, and active construction projects represent a great opportunity to utilize in-language and culturally significant messaging both in written form and with images rather than merely translating existing printed technical transportation materials that may often be complicated. Even more important than the printed information and website copy, ethnic community members trust hearing and seeing information when presented in person by OCTA staff or by their peers and/or leaders within their respective cultural or ethnic group. OCTA will continue to identify opportunities to strengthen ethnic community's engagement with in-person communications in addition to ensuring translated information or having interpreters at meetings and events.

In the coming months, there are many opportunities to gain feedback on important planning studies with communities of diversity in the study areas such as the Beach Boulevard Corridor Study and the Bristol Street Transit Corridor Study. In addition, two of the region's largest infrastructure projects, the I-405 Improvement Project and the OC Streetcar Project, will be highlighted to ethnic communities especially since both projects have short-term construction impacts to these communities along with long-term benefits once completed. The 16-mile I-405 Improvement Project encompasses a large slice of Orange County with many ethnic communities, while the OC Streetcar, with its 4.15-mile route, is situated in one of the nation's most-highly concentrated number of Spanish speakers in the City of Santa Ana (Santa Ana), with significant numbers of Vietnamese and Korean speakers on the eastern end of Santa Ana and throughout the City of Garden Grove.

New Approaches and Tools for a New Orange County

Transit marketing to Orange County's significant diverse community members is becoming increasingly important. Baseline customer information in Spanish, Vietnamese, and other languages helps keep customers informed of changes to their bus routes or schedules. The website with numerous targeted landing pages in Spanish, Vietnamese, Korean, and Chinese also helps increase riders' awareness of specific bus routes and transit campaigns to help improve ridership numbers.

OCTA also works collaboratively with internal and external partners to develop and implement a plan targeting Latino along with Vietnamese, Korean, Chinese, and other ethnic communities with the OC Bus 360° campaign. It responds to customers' comments, concerns, and inquiries in different languages. OCTA also utilizes multimedia tactics such as direct mailings, collateral materials, and

advertising in TV, radio, newspapers, and social media sites in numerous languages. The targeted cost-effective messaging helps increase awareness of OC Bus and Metrolink, making it more compelling to non-native English speakers in order to help drive diverse communities to explore bus and rail services. OCTA also works with community partners to help elevate understanding of important transit issues facing ethnic communities.

OCTA's Diverse Community Leaders Group

OCTA hosts a quarterly meeting with an informal ad-hoc group of leaders representing business, community, civic, faith, education, and nonprofit organizations. The Diverse Community Leaders group represents approximately 30 different Orange County-based organizations such as:

- Orange County Hispanic Chamber of Commerce
- National Hispanic Business Women Association
- Asian Business Association of Orange County
- Black Chamber of Commerce of Orange County
- Vietnamese American Chamber of Commerce of Orange County
- Korean American Chamber of Commerce of Orange County
- Orange County Chinese-American Chamber of Commerce
- Santa Ana College
- Delhi Center
- Orange County United Way
- Chùa Điều Ngự Vietnamese Buddhist Temple

The group has been helpful on numerous planning studies, capital construction projects, and marketing campaigns by sharing information with their constituencies and providing feedback that has helped OCTA improve different projects. The group is open to any leader representing diversity who wishes to actively participate in learning about OCTA's many transportation plans, projects and programs, and who wants to share that information with their respective organizations to help OCTA increase its engagement with its many diverse communities.

Creating Meaningful Outcomes

OCTA's diversity outreach program helps enhance engagement and awareness of transportation services and programs within Orange County's ethnic communities. From integrating diversity into larger campaigns to proactively reaching out to a diversity leader during a one-on-one conversation, generations of mistrust between government and communities of diversity can be dispelled.

It also takes sustained genuine effort in reaching out and engaging with diverse communities to build an effective program where most of OCTA's programs have a significant diversity strategy. That's when community members feel that they have an important role with the current and future state of transportation in Orange County.

Summary

Staff continues to research, plan, execute, and evaluate the diversity and inclusion efforts for planning studies, capital project outreach, and transit marketing with the goal of reaching and engaging with more members of Orange County's diverse communities in both a meaningful and cost-effective way.

Attachments

None.

Prepared by:



Ted P. Nguyen
Senior Section Manager
Public Outreach
714-560-5334

Approved by:




Lance M. Larson
Executive Director
External Affairs
714-560-5908



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Request to Exercise Option Term for Right-of-Way Maintenance Services on the Los Angeles - San Diego - San Luis Obispo Rail Corridor Orange and Olive Subdivisions

Transit Committee Meeting of September 12, 2019

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

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1361 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., to exercise the two-year option term for right-of-way maintenance services on the Los Angeles-San Diego-San Luis Obispo Rail Corridor Orange and Olive Subdivisions, in the amount of \$2,600,000, and extend the term of the agreement through January 22, 2022. This will increase the maximum obligation of the agreement to a total contract value of \$10,800,000.



September 12, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

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

Subject: Request to Exercise Option Term for Right-of-Way Maintenance Services on the Los Angeles – San Diego – San Luis Obispo Rail Corridor Orange and Olive Subdivisions

Overview

On November 24, 2014, the Orange County Transportation Authority Board of Directors approved an agreement with Joshua Grading & Excavating, Inc., to provide railroad right-of-way maintenance services on the Los Angeles – San Diego – San Luis Obispo Rail Corridor Orange and Olive Subdivisions for five years, with one two-year option term. In order to continue railroad right-of-way maintenance services, approval to exercise the two-year option term of the existing contract is requested.

Recommendation

Authorize the Chief Executive Officer to execute Amendment No. 4 to Agreement No. C-4-1361 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., to exercise the two-year option term for right-of-way maintenance services on the Los Angeles – San Diego – San Luis Obispo Rail Corridor Orange and Olive Subdivisions, in the amount of \$2,600,000, and extend the term of the agreement through January 22, 2022. This will increase the maximum obligation of the agreement to a total contract value of \$10,800,000.

Discussion

The Orange County Transportation Authority (OCTA) owns and maintains the operating railroad right-of-way (ROW) for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Orange and Olive subdivisions within the County of Orange. The Orange Subdivision begins at Fullerton Junction and extends 42 miles southerly to the Orange County/San Diego County Line, and the Olive Subdivision begins at Atwood Junction in Placentia, extends south 5.5 miles, and connects with the Orange Subdivision. Rail service on these

railroad ROW corridors is operated by the Southern California Regional Rail Authority and Amtrak for passenger service, and BNSF Railway and Union Pacific for freight service.

To allow for the safe and efficient operation of passenger and freight trains, the railroad ROW must be maintained in compliance with federal, state, and local regulations for services such as weed abatement, fire prevention, and nuisance liability standards, herbicide application, rodent control, maintenance of drainage channels and embankments, erosion control, graffiti abatement, debris removal, fencing installation and repair work, grading and/or barrier construction and repair, and signage installation and repairs on a continual basis. The maintenance services have been provided by Joshua Grading & Excavating, Inc., since 2014. Joshua Grading & Excavating, Inc., has performed well through this contract.

Procurement Approach

The original procurement was handled in accordance with OCTA's Board of Directors' (Board) approved procedures for professional and technical services that conform to both federal and state laws. On November 24, 2014, the Board approved an agreement with Joshua Grading & Excavating, Inc., for an initial term of five years with one-two-year option term. The total maximum obligation of the initial term was \$8,200,000.

The proposed amendment is to exercise the two-year option term which will add funding of \$2,600,000 and extend the term of the agreement through January 22, 2022. With the approval of this amendment, the total contract value will be \$10,800,000.

Fiscal Impact

Funding for this project is included in OCTA's Fiscal Year 2019-20 Budget, Operations Division, Account 018-7517-D2601-AB9, and will be funded through Local Transportation Funds.

Summary

Staff is recommending the Chief Executive Officer execute Amendment No. 4 to Agreement No. C-4-1361 between the Orange County Transportation Authority and Joshua Grading & Excavating, Inc., to exercise the two-year option term in the amount of \$2,600,000, for a total contract value of \$10,800,000, and extend the agreement through January 22, 2022 for right-of-way maintenance services on the Los Angeles – San Diego – San Luis Obispo Rail Corridor Orange and Olive Subdivisions.

Attachment

- A. Joshua Grading & Excavating, Inc., Agreement No. C-4-1361 Fact Sheet

Prepared by:



Gerald Ray Smith Jr.
Sr. Rail MOW Administrator
714-560-5966

Approved by:



Jennifer L. Bergener
Chief Operating Officer
714-560-5462



Virginia Abadessa
Director, Contracts Administration
And Materials Management
(714)560-562

**Joshua Grading & Excavating, Inc.
Agreement No. C-4-1361 Fact Sheet**

1. November 24, 2014, Agreement No. C-4-1361, in the amount of \$8,200,000, approved by the Board of Directors (Board).
 - Agreement No. C-4-1361, was executed on January 23, 2015, to provide right-of-way maintenance services on the Los Angeles – San Diego – San Luis Obispo Rail Corridor – Orange/Olive Subdivisions.
2. December 16, 2015, Amendment No. 1 to Agreement No. C-4-1361, \$0, approved by the Contracts Administration and Materials Management (CAMM) Department.
 - Modify project manager responsibilities, add rate schedule for subconsultant A-1 Fencing, and modify schedule II for Joshua Grading & Excavating Inc.
3. July 1, 2016, Amendment No. 2 to Agreement No. C-4-1361, \$0, approved by the CAMM Department.
 - Modify key personnel.
4. August 13, 2019, Amendment No. 3 to Agreement No. C-4-1361, \$0, approved by CAMM Department.
 - Remedy the date discrepancies for the term of the agreement.
5. September 13, 2019, Amendment No. 4 to Agreement No. C-4-1361 in the amount of \$2,600,000, pending Board of Directors' approval.
 - Exercise the option term extending the agreement through January 22, 2022.

Total committed to Joshua Grading & Excavating, Inc. after approval of Amendment No. 4 to Agreement No. C-4-1361: \$10,800,000.



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors

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

Subject: Guidance for the Orange County Transportation Authority Decision-Making When Requested to Lead a Locally-Sponsored Capital Project

Executive Committee Meeting of September 5, 2019

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

Absent: Director Bartlett

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Adopt a guidance document to assist the Orange County Transportation Authority in responding to future requests to deliver a locally-sponsored capital project, and direct staff to share the guidance with Orange County local jurisdictions for their information.

Committee Discussion

At the September 5, 2019 Executive Committee (Committee) meeting, the Committee Members provided amendments to the proposed guidance document. The amendments are noted in the attached red-lined Revised Attachment A.



**LOCAL JURISDICTION REQUESTS FOR THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
TO SERVE AS LEAD AGENCY FOR A
LOCALLY-SPONSORED CAPITAL PROJECT
DRAFT GUIDANCE**

I. PURPOSE

The purpose of this guidance document is to provide parameters for when the Orange County Transportation Agency (OCTA) would accept a request to take over as lead for a local jurisdiction-sponsored transportation capital project*.

II. POLICY

Prior to OCTA accepting a request to serve as lead of a local jurisdiction-sponsored transportation capital project, the following criteria must be met.

1. Project purpose and need must be clearly defined.
2. Project deemed to have regional transportation significance.
3. OCTA determined to have sufficient capacity to take on project delivery responsibility and maintain existing priorities.
4. The project must have project-level environmental clearance following both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) process.
 - a. Following the federal environmental clearance process for the project ensures maximum funding flexibility for future phases and is critical to reducing cost risk.
 - b. Obtaining federal clearance is not optional unless reviewed and agreed in advance by OCTA that it is unnecessary.
5. A funding plan developed and formally approved by both agencies defining responsibility for all direct and indirect costs.
6. A cost-sharing agreement must be negotiated up front specifying shared responsibility for project cost increases resulting from unforeseen issues during project implementation.
7. Parties must agree to **mutual** indemnification for project legal issues/claims **as appropriate**.
8. Agreement on utility and right-of-way assignments and timeframe for local agency acceptance of the transfer of rights and defined actions if transfer extends beyond.
9. Defined public outreach responsibilities and cost ensuring successful delivery.

* Guidance document doesn't apply to intelligent transportation systems projects

**LOCAL JURISDICTION REQUESTS FOR THE
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10. Both agencies agree that prior to entering into right-of-way phase and prior to the completion of the design phase, the project will be re-evaluated for benefit versus cost risk of project delivery before committing to construction.
11. A formal request must be sent to OCTA from the local jurisdiction's legislative body (i.e. city council or Board of Supervisors) requesting OCTA consideration to serve as lead for project design and construction.
12. OCTA Board of Director's (Board) review and approve serving as lead for the proposed project.

III. RESPONSIBILITIES

Local Agency Responsibility

1. Environmentally clear the project following CEQA and NEPA process prior to formally requesting OCTA's involvement as lead agency.
2. Submit an official written request to OCTA from the agencies legislative body seeking OCTA's approval to take over as lead of the federally environmentally-cleared regionally-significant transportation project, including justification.
3. Provide documentation on why the project should be deemed regionally significant for transportation.
4. Sign a cooperative agreement for project implementation with OCTA as lead, including provisions addressing cost sharing responsibilities in the event of unforeseen cost increasing project issues during delivery.
5. Agree to ~~mutual~~ indemnification for project legal issues/claims ~~as appropriate~~.
6. Agree to utility and transfer of rights assignments and timeline for acceptance.
7. Conduct a risk workshop with OCTA during or after environmental clearance to identify issues impacting successful delivery.
8. Agree to a review by OCTA prior to entering the right-of-way phase and the completion of the design phase to assess the project risk of moving forward and benefit of completing the project before initiating the construction phase.

**LOCAL JURISDICTION REQUESTS FOR THE
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OCTA Responsibility

1. Review and make a determination that the proposed transportation capital project is regionally significant and not merely locally significant.
2. Conduct a constructability review upfront to gain insight on the challenges and issues in delivery of the project.
3. Perform an internal review to determine staff and agency resources necessary for project delivery and current workload capability.
4. Make a determination that taking on the responsibility as lead of the requested project will not impact OCTA's first priority of delivering on the promise of Measure M2 or other OCTA primary responsibilities.
5. Develop a cooperative agreement for local agency and OCTA signature, including cost-sharing provisions to address unforeseen cost increasing project issues, ensuring equity and fairness.
6. Agree to **mutual** indemnification for any project lawsuits **as appropriate**.
7. Conduct a review prior to entering the right-of-way phase and prior to completion of the design phase to assess the project risk of moving forward and benefit of completing the project before agreeing to initiate the construction phase.
8. Seek OCTA Board approval to serve as lead for the delivery of the proposed project as presented by the local agency, including **disclosure of the determinations/risk assessments** required in this policy.



September 5, 2019

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the printed name of the Chief Executive Officer.

Subject: Guidance for the Orange County Transportation Authority Decision-Making When Requested to Lead a Locally-Sponsored Capital Project

Overview

The Orange County Transportation Authority can serve as the lead agency for delivery of certain locally-sponsored transportation capital projects if requested. A framework to guide decision-making in the event of such requests is presented for Board of Directors' consideration and action.

Recommendation

Adopt a guidance document to assist the Orange County Transportation Authority in responding to future requests to deliver a locally-sponsored capital project, and direct staff to share the guidance with Orange County local jurisdictions for their information.

Background

Throughout the years, the Orange County Transportation Authority (OCTA) has been asked to deliver projects initiated by local jurisdictions. Some examples include the Sand Canyon Grade Separation Project (City of Irvine), the Orange Transportation Parking Structure (City of Orange), and the upcoming Placentia Metrolink Station Project (City of Placentia). The reasons for the requests can vary and include factors such as the scale of the project, lack of resources, lack of specialty expertise, and/or not having relationships with regulatory agencies (e.g., utilities, railroads, and environmental agencies). Such considerations can point the local jurisdiction to OCTA as the better choice to lead project delivery. However, taking over as the lead for a locally-sponsored project would only be considered by OCTA when the project has regional transportation nexus.

At the time of transfer, past projects have been in various stages of project development. This has resulted in challenges that could have been avoided if certain project elements were more thoroughly defined and specific understandings were in place upfront.

Discussion

OCTA has served as the lead agency for a multitude of capital projects in recent years, as noted above. The purpose of the proposed guidance document (Attachment A) is to draw on lessons learned from past projects to inform future decision making. The guidance document outlines explicit parameters under which OCTA would accept a request to lead the delivery of a locally-sponsored transportation capital project and was developed using the following fundamental considerations:

- Does the project have a regional transportation nexus?
- Does the project align with OCTA's roles and responsibilities?
- Is there consensus on the purpose and need for the project?
- Are the project elements clearly defined?
- Are the primary risk factors understood?
- Does OCTA have the necessary powers or the ability to acquire the required powers to take on the project?
- Does OCTA have the resources to take on this responsibility?
- Will OCTA have authority to control project scope, schedule, and cost?

The guidance document is designed to provide OCTA and the requesting agency with a shared understanding of the project elements and critical aspects of project delivery responsibilities. This is intended to ensure the scope of improvements are in line with the given budget and schedule. Further, it helps ensure respective agency expectations are clearly defined and understood. The guidance document will help inform OCTA's decision-making in responding to potential requests and would be a precursor to the project-specific agreements if OCTA accepts. This draft guidance document was shared with the members of the OCTA Technical Advisory Committee for information and feedback.

Summary

A guidance document has been developed to assist OCTA's decision making when requested to deliver a locally-sponsored major capital project on behalf of a local agency. The goal is to outline relevant preconditions and parameters in advance, so future arrangements can be more efficient and effective for both parties. The draft guidance is presented for consideration of adoption by the Board of Directors.

Attachment

- A. Local Jurisdiction Requests for the Orange County Transportation Authority to Serve as Lead Agency for a Locally-Sponsored Capital Project Draft Guidance

Prepared by:



Tamara Warren
Program Manager
M2 Program Management Office
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Approved by:



Kia Mortazavi
Executive Director, Planning
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**LOCAL JURISDICTION REQUESTS FOR THE
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I. PURPOSE

The purpose of this guidance document is to provide parameters for when the Orange County Transportation Agency (OCTA) would accept a request to take over as lead for a local jurisdiction-sponsored transportation capital project*.

II. POLICY

Prior to OCTA accepting a request to serve as lead of a local jurisdiction-sponsored transportation capital project, the following criteria must be met.

1. Project purpose and need must be clearly defined.
2. Project deemed to have regional transportation significance.
3. OCTA determined to have sufficient capacity to take on project delivery responsibility and maintain existing priorities.
4. The project must have project-level environmental clearance following both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) process.
 - a. Following the federal environmental clearance process for the project ensures maximum funding flexibility for future phases and is critical to reducing cost risk.
 - b. Obtaining federal clearance is not optional unless reviewed and agreed in advance by OCTA that it is unnecessary.
5. A funding plan developed and formally approved by both agencies defining responsibility for all direct and indirect costs.
6. A cost-sharing agreement must be negotiated up front specifying shared responsibility for project cost increases resulting from unforeseen issues during project implementation.
7. Parties must agree to mutual indemnification for project legal issues/claims.
8. Agreement on utility and right-of-way assignments and timeframe for local agency acceptance of the transfer of rights and defined actions if transfer extends beyond.
9. Defined public outreach responsibilities and cost ensuring successful delivery.
10. Both agencies agree that prior to entering into right-of-way phase and prior to the completion of the design phase, the project will be re-evaluated for benefit versus cost risk of project delivery before committing to construction.

* Guidance document doesn't apply to intelligent transportation systems projects

**LOCAL JURISDICTION REQUESTS FOR THE
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11. A formal request must be sent to OCTA from the local jurisdiction's legislative body (i.e. city council or Board of Supervisors) requesting OCTA consideration to serve as lead for project design and construction.
12. OCTA Board of Director's (Board) review and approve serving as lead for the proposed project.

III. RESPONSIBILITIES

Local Agency Responsibility

1. Environmentally clear the project following CEQA and NEPA process prior to formally requesting OCTA's involvement as lead agency.
2. Submit an official written request to OCTA from the agencies legislative body seeking OCTA's approval to take over as lead of the federally environmentally-cleared regionally-significant transportation project, including justification.
3. Provide documentation on why the project should be deemed regionally significant for transportation.
4. Sign a cooperative agreement for project implementation with OCTA as lead, including provisions addressing cost sharing responsibilities in the event of unforeseen cost increasing project issues during delivery.
5. Agree to mutual indemnification for project legal issues/claims.
6. Agree to utility and transfer of rights assignments and timeline for acceptance.
7. Conduct a risk workshop with OCTA during or after environmental clearance to identify issues impacting successful delivery.
8. Agree to a review by OCTA prior to entering the right-of-way phase and the completion of the design phase to assess the project risk of moving forward and benefit of completing the project before initiating the construction phase.

OCTA Responsibility

1. Review and make a determination that the proposed transportation capital project is regionally significant and not merely locally significant.
2. Conduct a constructability review upfront to gain insight on the challenges and issues in delivery of the project.
3. Perform an internal review to determine staff and agency resources necessary for project delivery and current workload capability.


**LOCAL JURISDICTION REQUESTS FOR THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
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DRAFT GUIDANCE**

4. Make a determination that taking on the responsibility as lead of the requested project will not impact OCTA's first priority of delivering on the promise of Measure M2 or other OCTA primary responsibilities.
5. Develop a cooperative agreement for local agency and OCTA signature, including cost-sharing provisions to address unforeseen cost increasing project issues, ensuring equity and fairness.
6. Agree to mutual indemnification for any project lawsuits.
7. Conduct a review prior to entering the right-of-way phase and prior to completion of the design phase to assess the project risk of moving forward and benefit of completing the project before agreeing to initiate the construction phase.
8. Seek OCTA Board approval to serve as lead for the delivery of the proposed project as presented by the local agency including the determinations required in this policy.



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From: Laurena Weinert,  Clerk of the Board
Subject: Regional Planning Update

Regional Planning and Highways Committee Meeting of September 5, 2019

Present: Directors Delgleize, Muller, M. Murphy, R. Murphy, and Pulido
Absent: Directors Bartlett and Chaffee

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendation

Receive and file as an information item.



September 5, 2019

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in black ink, appearing to read "Darrell E. Johnson for".

Subject: Regional Planning Update

Overview

Regional planning updates are provided periodically to highlight transportation planning issues impacting the Orange County Transportation Authority and the Southern California region. This update focuses on the development of the Southern California Association of Governments' 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy, federal rulemaking, and Orange County express lane planning and development efforts.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) coordinates regularly with other planning and regulatory agencies within the Southern California region. This kind of regional 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 and policy committees,
- State Route 91 Advisory Committee,
- Regional Chief Executive Officers meetings,
- South Coast Air Quality Management District working groups,
- Interregional planning coordination meetings (OCTA, SCAG, the San Diego Association of Governments, and the California Department of Transportation [Caltrans] districts 7, 11, and 12), and
- SCAG technical working groups.

Staff provided a regional planning update to the OCTA Regional Planning and Highways Committee and Board in March 2019. The current status of these issues and other ongoing regional planning activities is provided in Attachment A, which includes a matrix that identifies lead agencies, a summary of each activity, key dates, OCTA's interests, and current involvement.

Since the March update, new activities have developed concerning SCAG's regional planning efforts and the initiation of an OCTA-led study of express lanes in Orange County. A discussion of these issues is provided below.

Discussion

2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Development

SCAG, as the federally-designated metropolitan planning organization for the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura must adopt an RTP/SCS every four years by law. The last RTP/SCS for the SCAG region was adopted in 2016; therefore, an updated plan must be adopted by April 2020. All regionally significant transportation projects must be included to advance through the project delivery process. The RTP/SCS must also meet federal air quality standards, using funding that is reasonably available through 2045.

In addition, SB 375 (Chapter 728, Statutes of 2008) requires the RTP/SCS to identify strategies to reduce greenhouse gas (GHG) emissions from cars and light trucks from 2005 levels. The GHG reduction targets assigned to the SCAG region by the California Air Resources Board are eight percent per capita by 2020 and 19 percent per capita by 2035. If the targets are not met, SCAG must demonstrate how the targets could be met with a financially unconstrained alternative planning strategy.

Project data from County transportation commissions was collected in November 2018, including input from OCTA and consistent with the final 2018 Long-Range Transportation Plan (LRTP). SCAG is using this data to conduct travel demand modeling and air quality emissions analysis.

SCAG has also solicited information from cities, counties, and subregions on current land use, anticipated population, housing, employment growth, resource areas, sustainability practices, and local transit-supportive measures to document how the region is growing. This information is being used to identify and evaluate future growth scenarios for Southern California and associated impacts on GHG emissions.

Conceptual growth scenarios were presented in a series of public workshops in May and June of this year to illustrate the impact of distinctive policy and investment choices. Subsequent development of the growth scenarios will also be compared to a “base case” to evaluate the merits of regional decisions for the 2020 RTP/SCS. The base case considers locally planned growth, land use policies, sustainability practices, local transit-supportive plans and policies, and planned transportation improvements through 2045.

In association with the 2020 RTP/SCS, SCAG is also preparing a program environmental impact report (PEIR) to evaluate potential direct and indirect effects, growth-inducing impacts, and cumulative impacts resulting from the RTP/SCS program of projects. The PEIR can serve as a resource for subsequent, project-specific environmental review documents. Project-level environmental analyses will be prepared by implementing agencies (such as OCTA) as individual projects proceed through the development process.

Key milestones for the 2020 RTP/SCS are summarized below:

- September 2019: Draft land use strategies, transportation strategies, regional aviation strategies, and energy/environment strategies;
- October 2019: Draft outcomes for mobility, safety, air quality/sustainability, economic benefits, and health outcomes;
Draft SCS scenario, multimodal transportation investments, and transportation financial plan;
- November 2019: Draft 2020 RTP/SCS release for public review;
- December 2019: Draft PEIR release for public review;
- January 2020: Close of public comment period;
- March 2020: Summary of comments, responses, and proposed modification to RTP/SCS and PEIR;
- April 2020: SCAG Regional Council adopts 2020 RTP/SCS and PEIR.

Express Lanes

Use of express lanes has become a prominent strategy for many transportation agencies throughout the nation. Currently, the state and the SCAG region are looking to express lanes to address mobility and system performance needs.

Express lanes have emerged as a primary approach for addressing high-occupancy lane degradation (i.e. the lane fails to maintain at least 45 miles per hour 90 percent of the time over a consecutive 180-day period during morning or evening weekday peak hour periods).

In fact, Caltrans District 12 is finalizing a project initiation document and plans to soon begin the environmental phase for conversion of carpool lanes to express lanes on Interstate 5, north of State Route 55 to the County line.

As noted in the 2018 LRTP Short-Term Action Plan activities, it is important for OCTA to be engaged in ongoing and future planning efforts in order to monitor how these strategies evolve, and to ensure that OCTA, as the County Transportation Commission, Congestion Management Agency, and administrator of the Measure M Program has a voice in the process as congestion management pricing strategies, such as express lanes, move toward implementation.

Therefore, in May 2019, OCTA staff initiated a study of express lanes in Orange County to identify considerations and priorities important to OCTA, with the intent of developing a preferred phasing strategy. Quantitative and qualitative factors will guide development of the strategy consistent with the draft goals and objectives in the table below.

Goal	Objective
Identify opportunity corridors	<ul style="list-style-type: none"> a. Identify high-demand commute sheds b. Identify available capacity c. Leverage existing and planned express lanes d. Consider useful life of local tax measure projects
Improve corridor operations and reliability	<ul style="list-style-type: none"> a. Reduce corridor daily delay from congestion b. Improve mainline peak period speeds c. Maintain free-flow speeds in express lanes d. Identify benefits to adjacent facilities
Ensure financial feasibility and corridor maintenance	<ul style="list-style-type: none"> a. Demonstrate revenues cover annual debt payments, financing requirements, and operations and maintenance costs b. Identify potential for excess revenues (subsequent studies to determine strategies for reinvestment in the transportation system)
Support local and regional goals	<ul style="list-style-type: none"> a. Support community and economic development goals b. Address social equity/environmental justice c. Improve air quality and reduce greenhouse gas emissions

The study process will ultimately identify three phases that prioritize implementation generally by 2030, 2045, and beyond 2045. The strategy also supports potential mainline improvements that could accompany express lane implementation, but specific locations and improvement types would be identified in subsequent studies. Staff will provide updates at key milestones throughout the study process.

Safer Affordable Fuel Efficient (SAFE) Vehicles Rule for Model Year 2021-2026 Passenger Cars and Light Trucks

The SAFE Vehicles Rule proposes to hold the national fuel efficiency standard for automakers at 2020 levels. The rule also proposes a “50 state solution” that repeals California's ability to have higher fuel efficiency standards, which was originally allowed to address California's unique air quality challenges. If finalized as proposed, the rule would revoke California's authority to implement the Advanced Clean Cars (I and II) and zero-emission vehicle mandates. Revoking these mandates will negatively impact the state's ability to meet its GHG and criteria pollutant emissions reductions goals.

The rule may also impede California transportation agencies' ability to demonstrate that their projects conform to federal Clean Air Act requirements. This means that transportation agencies may be unable to make new transportation conformity determinations for their regional transportation plans, transportation improvement programs, and amendments for projects not exempt from federal Clean Air Act requirements, as applicable.

The rule was submitted to the federal Office of Management and Budget (OMB) in August 2019. OMB review is one of the last steps in the federal rule making process. A final rule is anticipated in September 2019.

Express Lanes Connector

OCTA, the Riverside County Transportation Commission, the Transportation Corridor Agencies, and Caltrans have engaged in joint meetings to address implementation efforts for a direct connector linking the northbound State Route 241 (SR-241) toll road to eastbound 91 Express Lanes and westbound 91 Express Lanes to southbound SR-241 toll road. Discussions have focused on determining agency responsibilities, agreements, timing of improvements, and ongoing activities. A more detailed update to the Board is anticipated in a subsequent item.


Summary

Staff is engaged in ongoing activities regarding transportation planning in Orange County and Southern California. As drafts of these planning documents are released, staff will review and provide comments as needed to protect the interests of OCTA. Staff will continue to keep the Board informed on the status of these ongoing activities.

Attachment

- A. September 2019, Regional Planning Activities

Prepared by:



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Approved by:



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

September 2019 Regional Planning Activities

National Highway Traffic Safety Administration (NHTSA) and United States Environmental Protection Agency (EPA)

	Summary	Key Dates	Orange County Transportation Authority (OCTA) Interest	OCTA Role
<p>Safer Affordable Fuel Efficient (SAFE) Vehicles Rule for Model Year 2021-2026 Passenger Cars and Light Trucks</p>	<p>The SAFE Vehicles Rule would hold the national fuel efficiency standard for automakers at 2020 levels. The rule also proposes a “50 state solution” that repeals California's ability to have higher fuel efficiency standards, which was originally allowed to address California's unique air quality challenges. If finalized, the rule would revoke California's authority to implement the Advanced Clean Cars (I and II) and zero emission vehicle (ZEV) mandates. Revoking these mandates will negatively impact the state's ability to meet its greenhouse gas (GHG) and criteria pollutant emissions reductions goals.</p> <p>The rule may also impede California transportation agencies' ability to demonstrate that their projects conform to federal Clean Air Act requirements. This means that transportation agencies may be unable to make new transportation conformity determinations for their regional transportation plans, transportation improvement programs, and amendments for projects not exempt from federal Clean Air Act requirements, as applicable.</p>	<p><u>August 2018</u> – NHTSA and EPA issued proposed rule</p> <p><u>September 2018</u> – Public hearings held on proposed rule</p> <p><u>October 2018</u> – End of public comment period on proposed rule</p> <p><u>Anticipated September 2019</u> - NHTSA and EPA to issue final rule</p>	<p>Monitor rule making process to determine opportunities to limit delay or loss of funding for Orange County projects.</p>	<p>Coordinate with the Southern California Association of Governments (SCAG) and California Association of Councils of Government.</p>

September 2019 Regional Planning Activities

California Department of Transportation (Caltrans)

Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>Interstate 5 (I-5) High-Occupancy Toll (HOT) Lanes</p>	<p>Caltrans District 12 is studying implementation of HOT lanes on I-5 between the Los Angeles County line and State Route 55. Caltrans District 12 staff has stated that this effort is District 12's highest planning priority at this time. District 12 is simultaneously finalizing a project study report (PSR) and a concept of operations (ConOps) before beginning environmental studies.</p>	<p><u>December 2017</u> – Kick-off meeting to begin ConOps</p> <p><u>February 2018</u> – Kick-off for PSR</p> <p><u>January 2019</u> – Comments submitted on 65 percent draft ConOps and PSR</p> <p><u>April 2019</u> – Comments submitted on 95 percent draft PSR</p> <p><u>August 2019</u> – Anticipate final PSR</p>	<p>Prioritize corridor-wide (general purpose and carpool lanes) operational benefits and reliability.</p> <p>Coordinate with Caltrans and other partner agencies throughout development of the ConOps, PSR, and subsequent studies.</p>
<p>Updates to the California Environmental Quality Act (CEQA) Guidelines incorporating SB 743 (Chapter 386, Statutes of 2013)</p>	<p>A key element of the update is the focus on promoting the reduction of greenhouse gas (GHG) emissions, the development of multimodal transportation networks, and a diversity of land uses, as required by SB 743. This puts an emphasis on the use of vehicle miles traveled (VMT) for determining transportation impacts in CEQA documents.</p> <p>For transportation projects, lead agencies have discretion over how to evaluate a project's transportation impact. However, the evaluation criteria must promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses.</p> <p>Caltrans is drafting guidance for evaluation criteria consistent with SB 743 for transportation projects involving the state highway system.</p>	<p><u>December 2018</u> - Governor's Office of Planning and Research released technical advisory on evaluating transportation impacts in CEQA pursuant to SB 743</p> <p><u>January 2019</u> – Office of Administrative Law approved new regulations for implementing CEQA, including changes related to SB 743</p> <p><u>Anticipated Fall 2019</u> – Caltrans to release guidance on evaluating transportation projects involving the state highway system</p> <p><u>July 2020</u> – Lead agencies must comply with latest CEQA guidelines, including those related to SB 743</p>	<p>Minimize potential for CEQA-related litigation concerns, negative mobility impacts, and increased time and cost for project development and implementation.</p> <p>Prepare internal procedures to address final rule.</p> <p>Coordinate with SCAG on opportunities to tier off programmatic-level environmental documents.</p>

CALTRANS (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>California Transportation Plan (CTP) 2050</p>	<p>Update to the state’s Long-Range Transportation Plan (LRTP), which establishes strategic goals, policies, and recommendations to improve multimodal mobility and accessibility while reducing GHG emissions.</p>	<p><u>2018</u> – Public and stakeholder engagement, tribal listening sessions, future of mobility white paper</p> <p><u>2019</u> – Transportation scenario development, economic and transportation modeling, and technical reviews</p> <p><u>2020</u> – Public workshop report, implementation plan, and final plan</p> <p><u>2021</u> – Implement CTP strategies and recommendations</p>	<p>Ensure that the goals, policies, and strategies do not conflict with OCTA plans or projects.</p> <p>Emphasize the need for any CTP strategies to be vetted at the local and regional levels, prior to including in local/regional plans.</p>	<p>Participate in stakeholder workshops.</p> <p>Provide comments.</p> <p>Coordinate with Caltrans.</p>

September 2019 Regional Planning Activities

South Coast Air Quality Management District (AQMD)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
Sales Tax Ballot Initiative Authorization	AQMD is sponsoring SB 732 (Allen, D-Santa Monica), which would authorize the AQMD Board, or the voter initiative process, to place a sales tax increase proposal ranging from a quarter-cent up to one-cent on the 2020 ballot to fund the strategies identified in the 2016 Air Quality Management Plan. The proposal is estimated to generate up to \$1.4 billion a year for air pollution emission reduction including providing incentives to businesses to promote the development and deployment of clean technology and facilitate truck fleet turnover.	<p><u>May 2019</u> – OCTA Board adopted oppose position on SB 732</p> <p><u>2020</u> – Potential legislative action on SB 732</p>	<p>Ensure funding sources currently utilized by OCTA are not diverted.</p> <p>Identify opportunities for funding that could benefit OCTA plans and projects.</p>	<p>Monitoring and communicating with AQMD.</p>

September 2019 Regional Planning Activities

SCAG

	Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>2020–2045 Regional Transportation Plan/ Sustainable Communities Strategy (2020 RTP/SCS)</p>	<p>Federally required transportation planning document. Addresses needs over a 20-plus year planning horizon and constrained by a reasonably foreseeable revenue forecast. Must also demonstrate air quality conformity and GHG emissions reductions with budgeted levels set by EPA and California Air Resources Board (CARB).</p> <p>SCAG has branded the 2020 RTP/SCS as “Connect SoCal”.</p>	<p><u>Spring 2018</u> – Initiated working groups</p> <p><u>November 2018</u> – OCTA submitted projects consistent with 2018 LRTP</p> <p><u>May – June 2019</u> – SCS Workshops</p> <p><u>November 2019</u> – Release draft RTP/SCS for public review</p> <p><u>April 2020</u> – SCAG to adopt final 2020 RTP/SCS</p>	<p>Ensure inclusion of projects identified in the final 2018 LRTP.</p> <p>Support policies that are consistent with OCTA positions.</p>	<p>Coordinate with SCAG and other partner agencies.</p> <p>Participate in working groups.</p> <p>Monitor SCAG policy committees.</p> <p>Review and comment on related materials.</p>
<p>Sustainable Communities Program</p>	<p>Grant program that funds sustainability planning efforts and development of local plans that support the implementation of the 2016 RTP/SCS. The grant program is comprised of three main categories: active transportation, integrated land use, and green region initiative projects.</p> <p>Four Orange County projects were selected for funding through the 2018 Sustainable Communities Program. Seven Orange County projects were selected for funding through the 2017 active transportation call for proposals. An additional seven Orange County projects were previously selected through the 2016 call for proposals.</p>	<p><u>October 2018</u> – Application workshop</p> <p><u>November 2018</u> – Application deadline</p> <p><u>March 7, 2019</u> – SCAG Regional Council approval of application rankings</p>	<p>Funding opportunity for Orange County planning efforts.</p>	<p>Coordinate with SCAG and partner agencies, as necessary, to initiate the projects in a timely manner.</p>

September 2019 Regional Planning Activities

SCAG (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
Greenline Extension Study	<p>Planning study to identify and evaluate feasible alternatives for extending the Metro Green Line to the Norwalk/ Santa Fe Springs Metrolink Station.</p> <p>Study is currently on hold per the request of the City of Norwalk to allow for a separate Firestone Boulevard Visioning Study to be initiated and completed, prior to recommencing this study.</p>	<p><u>Fall 2016</u> – Initiated study</p> <p><u>January 2017</u> – Open house meeting</p> <p><u>Spring 2018</u> – Study put on hold while City of Norwalk conducts a separate visioning effort for Firestone Boulevard</p>	Support alternatives that provide improved access for Orange County Metrolink riders to Metro rail services and the Los Angeles International Airport.	Monitoring.
Transportation Control Measure (TCM) Substitution	Express Lanes Connector (ELC) Project between State Route 241 (SR-241) and State Route 91 is being substituted for signal synchronization projects: El Toro Road signal synchronization, Magnolia Street signal synchronization, and Brookhurst Street signal synchronization. This TCM requires implementation by 2021. The ELC project has been postponed beyond 2021 at the request of OCTA and the Riverside County Transportation Commission, requiring the need for a substitution.	<p><u>February 2018</u> – Initiated substitution process with SCAG</p> <p><u>May 2018</u> – Presented to the SCAG Transportation Conformity Working Group</p> <p><u>September 2018</u> – Presented to the SCAG Energy and Environment Committee and Regional Council for approval</p> <p><u>April 2019</u> – CARB and EPA issued concurrence</p>	Complete the substitution process to avoid potential impacts to regional transportation funding.	Complete.

September 2019 Regional Planning Activities

SCAG (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
Transportation Demand Management Strategies Study	SCAG is conducting a study to determine what strategies will be effective in reducing demand for roadway travel, particularly in single occupancy vehicles. Major study tasks include assessing the current state of transportation demand management (TDM) strategy deployment in the region, identifying best practices and opportunities for improvement and expansion, establishing TDM goals that align with state and federal mandates for congestion reduction and air quality improvement, and developing performance measures for evaluating the effectiveness of TDM strategies at the corridor, local, and regional levels.	<p><u>May/June 2018</u> – Contract Execution</p> <p><u>February 2019</u> – Presentation on existing conditions to SCAG Transportation Committee</p> <p><u>June 2019</u> – Presentation of draft study recommendations to SCAG Transportation Committee</p> <p><u>August 2019</u> – Presentation of final study to SCAG Transportation Committee</p>	Monitor the progress of the study and possible strategies for Orange County.	<p>Coordinate with SCAG and provide comments as necessary.</p> <p>Participate in technical meetings.</p>

September 2019 Regional Planning Activities

San Diego Association of Governments (SANDAG)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>2020 Federal Regional Transportation Plan and 2021 Regional Plan</p>	<p>Federal and state laws require that SANDAG complete an RTP/SCS every four years. Under this timeline, the next RTP/SCS would be required by October 2019. However, the SANDAG Board approved an action plan to postpone the next RTP/SCS to 2021.</p> <p>To do so, AB 1730 (Gonzales) was passed, which allows SANDAG's current 2015 RTP/SCS and its associated California Environmental Quality Act document to remain valid after October 9, 2019.</p> <p>While this extends the state's deadline, SANDAG must still conform to federal conformity requirements. Under federal law, SANDAG has a 12-month grace period to adopt the next Regional Plan and maintain air quality conformity. The federal grace period expires on December 2, 2020.</p> <p>Therefore, SANDAG is currently preparing a minimal update to the 2015 RTP that that will be submitted to the federal agencies in spring 2020 to obtain an air quality conformity finding from the U.S. Department of Transportation. This will keep SANDAG in compliance with federal requirements until the full RTP/SCS update is completed in 2021.</p>	<p><u>February 2019</u> – SANDAG Board approved action plan to develop 2021 Regional Plan</p> <p><u>August 2019</u> – Draft 2020 Federal Regional Transportation Plan available for public review</p> <p><u>Spring 2020</u> – SANDAG Board adoption of 2020 Federal Regional Transportation Plan</p> <p><u>Spring 2021</u> – Release draft 2021 Regional Plan for public review</p> <p><u>Fall 2021</u> – SANDAG Board to adopt final 2021 Regional Plan</p>	<p>Monitor development of plans and projects that approach the Orange County border.</p>	<p>Monitoring.</p>

September 2019 Regional Planning Activities

Los Angeles County Metropolitan Transportation Authority (METRO)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>2028 Olympics</p>	<p>The Greater Los Angeles Area must begin preparing for the 2028 Olympics. This will include greater coordination between OCTA, Metro, and other planning agencies in the area</p> <p>OCTA, in collaboration with Metro and other transit operators along the county line, recently initiated the LA-OC Transit Connections Study. The study will develop recommendations for both short-term route changes and long-term improvements based on existing and future transit needs. The effort will build on recent bus restructuring efforts at OCTA, Metro, Long Beach Transit, and Foothill Transit. In addition, the study will consider existing service and future changes to Metrolink and Metro rail transit services.</p>	<p><u>November 2, 2017</u> – Memorandum of understanding signed between OCTA and Metro</p> <p><u>November 30, 2017</u> – Metro announced the Twenty-Eight by '28 initiative</p> <p><u>January 2018</u> – Metro Board approved a list of projects, 20 of which are already slated for completion by 2028 and eight require additional funding (estimated at \$26.2 billion) to deliver by 2028</p> <p><u>September 2018</u> – Metro Board directed development of Twenty-Eight by '28 funding plan</p> <p><u>December 2018</u> – Twenty-Eight by '28 Program Financing/Funding White Paper, which included recommendations for congestion pricing as new source of revenue</p> <p><u>June 2019</u> – OCTA executed contract to begin the LA-OC Transit Connections Study</p> <p><u>Summer 2019</u> – Metro to initiate Feasibility Study for Congestion Pricing Pilot strategy, including Equity Strategy</p>	<p>Coordinate with Metro and the City of Los Angeles as preparations begin for the 2028 Olympics.</p> <p>Monitor development of financing/funding strategy and potential implementation of the Twenty-Eight by '28 program of projects.</p> <p>Coordinate with Metro on a new Intercounty Study.</p>	<p>Coordinate with Metro and other partner agencies.</p>

September 2019 Regional Planning Activities

METRO (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>Gold Line Eastside Extension Phase II</p>	<p>Study of three alternatives for extending the Gold Line to more eastern Los Angeles County communities. One alternative traverses the northern side of State Route 60 (SR-60), another travels along Washington Boulevard, terminating near Orange County, and the third would build both the SR-60 and Washington Boulevard alignments.</p> <p>With sales tax measure funding, Metro will build both alternatives, but it remains to be determined which will be first. One would start construction in 2029 and open in 2035; the second would start construction in 2053 and open in 2057.</p> <p>Included in Twenty-Eight by '28 program of projects for potential acceleration of one of the alignments.</p>	<p><u>November 2014</u> – Metro Board direction to study implementation of one or both alternatives, as well as potential connections with the West Santa Ana Branch Corridor project on the Pacific Electric Right-of-Way</p> <p><u>Spring 2016</u> – Metro hosted five public meetings to obtain input for the draft studies.</p> <p><u>May 2017</u> – Metro Board approved updates to alternatives</p> <p><u>May 2019</u> – Metro issues notice of preparation of supplemental draft environmental document</p> <p><u>2021</u> – Supplemental draft environmental document to be recirculated</p>	<p>Support alternatives that create potential for future connections into Orange County.</p>	<p>Monitoring.</p>

September 2019 Regional Planning Activities

METRO (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
West Santa Ana Branch Transit Corridor Project	<p>A new 20-mile light rail transit line that would connect downtown Los Angeles to southern Los Angeles County, which could provide potential for a future extension into Orange County along the Pacific Electric Right-of-Way.</p> <p>Included in Twenty-Eight by '28 program of projects for potential acceleration.</p>	<p><u>Summer 2017</u> – Initiated environmental studies and conducted public scoping meetings</p> <p><u>March 2018</u> – Four additional northern alignment options evaluated</p> <p><u>May 2018</u> – Two of the four northern alignment options added to environmental studies</p> <p><u>July 2018</u> – Additional scoping meetings</p> <p><u>2020</u> – Anticipate release of draft environmental document for public comment</p> <p><u>2020</u> – Anticipate selection of a locally preferred alternative</p> <p><u>2021</u> – Anticipate final environmental document</p> <p><u>2028</u> – Anticipate opening service</p>	<p>Support alternatives that create potential for future connections into Orange County.</p>	<p>Monitoring.</p>

September 2019 Regional Planning Activities

METRO (continued)

	Summary	Key Dates	(OCTA) Interest	OCTA Role
Countywide Express Lanes Strategic Plan	<p>Establishes a vision for a system of Express Lanes for Los Angeles County that is intended to address federal performance standards and provide a more reliable and faster travel option, utilizing existing capacity in carpool lanes.</p> <p>Express lanes on Interstate 105 and Interstate 10 (from Interstate 605 to San Bernardino County line) included in Twenty-Eight by '28 program of projects for potential acceleration.</p>	<p><u>Pending</u> – Initiation of planning studies and a financial plan for the Tier 1 projects that are intended to be delivered in the next five to ten years</p>	<p>Monitor development of plans and projects that approach the Orange County border.</p>	<p>Monitoring.</p>

September 2019 Regional Planning Activities


Transportation Corridor Agencies (TCA)

Summary	Key Dates	(OCTA) Interest	OCTA Role
<p>South County Traffic Relief Effort Project Approval / Environmental Review</p>	<p>Project initiation document (PID) developed by TCA to identify and analyze potential alternatives for toll road alignments in southern Orange County.</p> <p>With PID approval from Caltrans, TCA has initiated scoping for the Project Approval /Environmental Document phase of project development.</p> <p>This reevaluation of alignments is being conducted by TCA due to a settlement agreement that eliminated the previously identified alignment.</p>	<p><u>September 2018</u> – Final Draft PSR-PDS submitted to Caltrans</p> <p><u>November 2018</u> – TCA Board approved a \$5 million contract to initiate Project Approval / Environmental Document. Directed TCA staff to return at the conclusion of the Scoping Phase to seek authorization to proceed.</p> <p><u>May 2019</u> – Caltrans approved PID</p> <p><u>2020</u> – Anticipate release of draft and final environmental document</p> <p><u>2021</u> – Anticipate Record of Decision on environmental document</p>	<p>Ensure consistency with OCTA plans and projects.</p> <p>Coordinate with TCA and other stakeholder agencies. Provide comments as necessary.</p>
<p>Transportation Control Measure (TCM) substitution</p>	<p>TCA is evaluating options for removing the TCM designation from three portions of TCA facilities: 1) the San Joaquin Hills Transportation Corridor (FTIP Project ID: ORA10254), 2) the Eastern Transportation Corridor (ORA050), and 3) the Foothill Transportation Corridor-North (ORA051).</p> <p>TCA will work with OCTA and SCAG on next steps, including the potential to prepare a formal substitution. TCA will participate in interagency consultation on any requested TCM substitutions through SCAG’s Transportation Conformity Working Group.</p>	<p><u>February 2019</u> – Request to remove TCM designation</p> <p><u>TBD 2019</u> – Initiated substitution process with SCAG (as applicable)</p> <p><u>TBD</u> – Presentation to the SCAG Transportation Conformity Working Group</p> <p><u>TBD</u> – Present to the SCAG Energy and Environment Committee and Regional Council for approval</p> <p><u>TBD</u> – Anticipate CARB and EPA concurrence</p>	<p>Avoid potential impacts to regional transportation funding.</p> <p>Coordinating with SCAG and TCA.</p>



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Fiscal Year 2018-19 Low Carbon Transit Operations Program Update

Transit Committee Meeting of September 12, 2019

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

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendations

- A. Approve Resolution 2019-070, which authorizes the use of up to \$2.1 million in fiscal year 2018-19 Low Carbon Transit Operations Program funding for Metrolink Service Expansion, consistent with the Low Carbon Transit Operations Program Guidelines.
- B. Authorize the Chief Executive Officer, or his designee, to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendation.



September 12, 2019

To: Transit Committee

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is located to the right of the "To:" field.

From: Darrell E. Johnson, Chief Executive Officer

Subject: Fiscal Year 2018-19 Low Carbon Transit Operations Program Update

Overview

The Orange County Transportation Authority submitted five projects for \$7.1 million in fiscal year 2018-19 Low Carbon Transit Operations Program funding. An amendment to the program to support expanded commuter rail service in Orange County is provided for Board of Directors' approval.

Recommendations

- A. Approve Resolution 2019-070, which authorizes the use of up to \$2.1 million in fiscal year 2018-19 Low Carbon Transit Operations Program funding for Metrolink Service Expansion, consistent with the Low Carbon Transit Operations Program Guidelines.
- B. Authorize the Chief Executive Officer, or his designee, to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the above recommendation.

Background

The Low Carbon Transit Operations Program (LCTOP) will support transit operations or capital projects that reduce greenhouse gas emissions and improve mobility, with a priority to provide benefit to disadvantaged communities. Projects may include new or expanded bus or rail services, expanded intermodal transit facilities, equipment acquisition, fueling, maintenance, and other costs to operate transit services or facilities, including fare discount and promotion programs. The Orange County Transportation Authority (OCTA) recently approved its share of the Southern California Regional Rail Authority (SCRRA) 2019-20 Budget that included Metrolink Service Expansion.

Since fiscal year (FY) 2014-15, OCTA has received annual apportionments of LCTOP funds ranging from \$1.3 million to \$4.8 million. For FY 2018-19, OCTA was apportioned \$7.1 million in LCTOP funds. On March 25, 2019, the Board of Directors (Board) approved the use of \$7.1 million in FY 2018-19 LCTOP funds for continuation and expansion of college fare programs (Fullerton, Golden West, and Santa Ana colleges), related travel training for seniors and the disabled community, and capital and operating support for the Bravo! Main Street Rapid Bus Service.

The Bravo! Main Street Rapid Bus Service is not projected to start revenue operation until June 2022, whereas the Metrolink Service Expansion will commence in April 2020, and, therefore is a more timely opportunity for OCTA to utilize the LCTOP funds. As a result, staff is proposing use of LCTOP for up to four years of operating subsidy for Metrolink Service Expansion rather than operating subsidy for Bravo! Main Street Rapid Bus Service.

Discussion

In October 2019 and April 2020, the SCRRA will expand Metrolink service on both the Orange County and the 91/Perris Valley lines. In October 2019, three Orange County Line round trip trains currently operating between Laguna Niguel/Mission Viejo and Fullerton will be replaced by two round trips between Laguna Niguel/Mission Viejo and Los Angeles Union Station, and three weekday round trips, currently operating between Perris-South and Riverside, will be replaced by one round trip between Perris-South and Los Angeles Union Station via Fullerton. In April 2020, one evening round trip will be added between Oceanside and Los Angeles, and one round trip will be added between Los Angeles Union Station and Perris-South via Fullerton.

OCTA's share of the operating subsidy for the service expansion from October 2019 through June 30, 2023 is projected to be \$2.1 million. Bravo! Main Street Rapid Bus Service is not projected to start revenue operation until June 2022. It is proposed to redirect the funds needed for Metrolink Service Expansion from the \$2.9 million in LCTOP funds approved for the operating support for the Bravo! Main Street Rapid Bus Service. The remaining LCTOP funds currently estimated to be \$0.8 million remains available for operating support for the Bravo! Main Street Rapid Bus Service. In the future, additional LCTOP funds will be available and would be proposed for Board consideration to fully fund the Bravo! Main Street service.

This recommendation is consistent with OCTA Capital Programming Policies, and with the California Department of Transportations' (Caltrans) LCTOP Guidelines. Caltrans has requested that the Board approve submittal of the project and execution of the certifications and assurances, and authorized agent forms through a resolution (Attachment A). The authorized agent form authorizes the Chief Executive Officer, or his designee, to sign documents on behalf of OCTA.

The Metrolink Service Expansion will result in increased ridership, thereby reducing single-occupant vehicle travel, the associated vehicle miles traveled, and greenhouse gas emissions. The project will serve disadvantaged communities in Orange County.

Next Steps

With Board approval, staff will submit a program amendment and a request for up to \$2.1 million in FY 2018-19 LCTOP funds for Metrolink Service Expansion to Caltrans.

Summary

The Board is requested to approve the use of FY 2018-19 LCTOP funds for Metrolink Service Expansion in place of operating subsidy associated with Bravo! Main Street Rapid Bus Service. The Board is further requested to approve a resolution authorizing submittal of the project and execution of the certifications and assurances.

Attachment

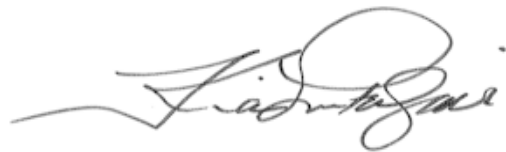
- A. Resolution 2019-070, Authorization for the Execution of the Certifications and Assurances for the Low Carbon Transit Operations Program, and for the Execution of the Low Carbon Transit Operations Program Project: Metrolink Service Expansion, up to \$2,100,000

Prepared by:



Louis Zhao
Section Manager,
Discretionary Funding Programs
(714) 560-5494

Approved by:



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

RESOLUTION 2019-070

AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM, AND FOR THE EXECUTION OF THE LOW CARBON TRANSIT OPERATIONS PROGRAM PROJECT:

METROLINK SERVICE EXPANSION, UP TO \$2,100,000

WHEREAS, the Orange County Transportation Authority (OCTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, SB 862 (Chapter 36, Statutes 2014) named the California Department of Transportation (Caltrans) as the administrative agency for the LCTOP; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, OCTA wishes to implement the LCTOP project listed above and submit a corrective action plan to move up to \$2.1 million in 2018-19 LCTOP funds from Bravo! Main Street Rapid Bus Service to Metrolink service Expansion;

NOW, THEREFORE, BE IT RESOLVED by the OCTA Board of Directors (Board) that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances, and the Authorized Agent documents and applicable statutes, regulations, and guidelines for all LCTOP-funded transit projects;

NOW THEREFORE, BE IT FURTHER RESOLVED that Darrell Johnson, Chief Executive Officer, or his designee, be authorized to execute all required documents of the LCTOP and any amendments thereto with Caltrans;

NOW, THEREFORE, BE IT RESOLVED by the OCTA Board that the fund recipient agrees to comply with all conditions and requirements set forth in applicable statutes, regulations, and guidelines for all LCTOP-funded transit projects;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the OCTA Board hereby authorizes the move of up to \$2.1 million in 2018-19 LCTOP funds from Bravo! Main Street Rapid Bus Service to Metrolink Service Expansion;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the OCTA Board hereby authorizes the submittal of the following project nomination and allocation request to Caltrans in fiscal year (FY) 2018-19 LCTOP funds:

Project Name: Metrolink Service Expansion

Amount of LCTOP funds requested: FY 2018-19 LCTOP funding at up to \$2,100,000

Short Description of Project:

Expand Metrolink service on the Orange County line by up to two round trips between Laguna Niguel/Mission Viejo and Los Angeles Union Station, one round trip between Oceanside and Los Angeles and up to two weekday round trips on the 91/Perris Valley Line between Perris-South and Los Angeles Union Station, via Fullerton.

ADOPTED, SIGNED AND APPROVED this 23rd day of September 2019.

AYES:

NOES:

ABSENT:

ATTEST:

Laurena Weinert
Clerk of the Board


Tim Shaw, Chairman
Orange County Transportation Authority

OCTA Resolution No. 2019-070



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Amendment to Agreement for Bus Stop Maintenance Services

Transit Committee Meeting of September 12, 2019

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

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-4-1620 between the Orange County Transportation Authority and ShelterClean Services Inc., in the amount of \$977,976, to exercise the second two-year option term of the agreement through November 30, 2021, for bus stop maintenance services. This will increase the maximum obligation of the agreement to a total contract value of \$3,595,629.



September 12, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for Bus Stop Maintenance Services

Overview

On October 27, 2014, the Board of Directors approved an agreement with ShelterClean Services, Inc., for ongoing preventive and corrective maintenance at each of the Orange County Transportation Authority's bus stop locations. The current agreement for these services will expire on November 30, 2019. Staff is requesting Board of Directors' approval to exercise the second and final two-year option term.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-4-1620 between the Orange County Transportation Authority and ShelterClean Services Inc., in the amount of \$977,976, to exercise the second two-year option term of the agreement through November 30, 2021, for bus stop maintenance services. This will increase the maximum obligation of the agreement to a total contract value of \$3,595,629.

Discussion

The Orange County Transportation Authority (OCTA) is responsible for maintaining approximately 5,440 bus stops located in 42 individual jurisdictions within Orange, Los Angeles, and Riverside counties. The bus stop maintenance program has been outsourced providing a cost effective and efficient method of maintaining OCTA's 5440 bus stops since September 1, 1994.

Through this contract, the maintenance contractor performs routine and preventive maintenance services. This includes inspection of each bus stop location along an assigned route to ensure that the stop is safe, graffiti free, and in good order. Typical activities performed during these inspections include repairing or replacing missing bus stop signs and posts, repairing solar lights, removing graffiti, and reporting any safety-related issues to the proper agency or jurisdiction.

Under separate agreements, local agencies may contract with OCTA to clean individual bus stops; otherwise regular cleaning and trash removal is the responsibility of the local jurisdiction.

In addition to the preventive maintenance cycles, the contractor handles miscellaneous work orders to install, relocate, and remove bus stop equipment and place route information at selected stop locations during each of OCTA's service changes.

Procurement Approach

On October 27, 2014, the Board of Directors (Board) approved a contract with ShelterClean Services, Inc. (ShelterClean), for a three-year initial term with two, two-year option terms to provide bus stop maintenance from December 1, 2014 through November 30, 2017. On October 23, 2017, the Board approved the first two-year option term, extending the agreement through November 30, 2019. The procurement was handled in accordance with OCTA Board-approved policies and procedures for professional and technical services. The agreement was awarded on a competitive basis and has since been amended as described in Attachment A.

The proposed Amendment No. 6 exercises the second two-year option term of the agreement through November 30, 2021. The rates remained constant throughout the initial three-year term, increased by approximately three percent for the first option term, and will increase three percent for the second option term.

Amending this agreement will increase the maximum cumulative payment obligation by \$977,976, bringing the total contract value to \$3,595,629. This will allow continued preventive and corrective maintenance services for bus stop locations, as well as services for other miscellaneous work orders.

Fiscal Impact

The project was approved in the OCTA Fiscal Year 2019-20 Budget, Operations Division, Scheduling and Bus Operations Support, Account 2128-7612-D3107-2WM, and is funded through Local Transportation Funds.

Summary

OCTA contracts for the provision of ongoing routine and preventive maintenance for all OCTA bus stop locations. The current contract expires on November 30, 2019. To ensure continued service, based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-4-1620 with ShelterClean, in the amount of \$977,976, to exercise the second and final two-year option term for bus stop maintenance, bringing the total contract value to \$3,595,629.

Attachment

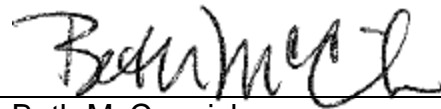
- A. ShelterClean Services, Inc., Agreement No. C-4-1620 Fact Sheet

Prepared by:



Johnny Dunning, Jr.
Department Manager, Scheduling and
Bus Operations Support
714-560-5710

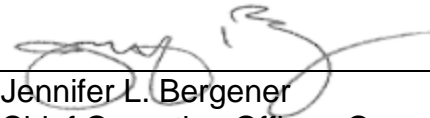
Approved by:



Beth McCormick
General Manager, Operations
714-560-5964



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



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

**ShelterClean Services, Inc.
Agreement No. C-4-1620 Fact Sheet**

1. October 27, 2014, Agreement No. C-4-1620, \$1,340,060, approved by the Board of Directors (Board).
 - Agreement to provide maintenance services for bus stops and zones.
 - Initial term effective December 1, 2014 through November 30, 2017, with two, two-year option terms.
2. February 9, 2015, Amendment No. 1 to Agreement No. C-4-1620, \$0, approved by Contracts Administration and Materials Management Department (CAMM).
 - Amendment to add requirement for contractor to perform criminal background checks on all personnel assigned to the maintenance of Orange County Transportation Authority property.
3. June 13, 2016, Amendment No. 2 to Agreement No. C-4-1620, \$0, approved by CAMM.
 - Amendment to reduce the number of bus stop locations inspected and serviced per year from 6230 to 5991 locations.
4. January 31, 2017, Amendment No. 3 to Agreement No. C-4-1620, \$0, approved by CAMM.
 - Amendment to reduce the number of bus stop locations inspected and serviced per year from 5991 to 5468 locations.
5. June 12, 2017, Amendment No. 4 to Agreement No. C-4-1620, \$176,627, approved by CAMM.
 - Amendment to reduce the number of bus stop locations inspected and serviced per year from 5468 to 5440 locations.
 - Amendment to accommodate the costs associated with special transit projects and reallocation of bus system routes.
6. October 23, 2017, Amendment No. 5 to Agreement No. C-4-1620, \$1,100,966, approved by the Board.
 - Amendment to exercise the first, two-year option term and extend the agreement through November 30, 2019.

7. September 23, 2019, Amendment No. 6 to Agreement No. C-4-1620, \$977,976, pending approval by the Board.


- Amendment to exercise the second, two-year option term and extend the agreement through November 30, 2021.

Total committed to ShelterClean, Services, Inc., upon approval of Amendment No. 6 to Agreement No. C-4-1620: \$3,595,629.



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: Amendment to Agreement for the Operation and Maintenance of a Microtransit Pilot Program

Transit Committee Meeting of September 12, 2019

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

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,106,006, to exercise the first option term of the agreement to provide continued operation and maintenance of the OC Flex microtransit pilot program, from October 15, 2019 to October 14, 2020, increasing the maximum obligation of the agreement to a total contract value of \$2,362,843.



September 12, 2019

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for the Operation and Maintenance of a Microtransit Pilot Program

Overview

On March 26, 2018, the Board of Directors approved an agreement with Keolis Transit Service, LLC, for the operation and maintenance of the OC Flex microtransit pilot program. The initial term for this agreement expires in October 2019. In order to continue service, an amendment to exercise the first one-year option is necessary.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-7-2052 between the Orange County Transportation Authority and Keolis Transit Services, LLC, in the amount of \$1,106,006, to exercise the first option term of the agreement to provide continued operation and maintenance of the OC Flex microtransit pilot program, from October 15, 2019 to October 14, 2020, increasing the maximum obligation of the agreement to a total contract value of \$2,362,843.

Discussion

On October 23, 2017, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the OC Flex concept which outlined goals and performance measures to be used to evaluate the microtransit program after the one-year pilot was completed. On March 26, 2018, the Board approved an agreement with Keolis Transit Services, LLC, (Keolis) for the operation and maintenance of the OC Flex microtransit pilot program. Under the terms of the agreement, the contractor provides:

- Day-to-day management of the operation of the OC Flex microtransit service, including the provision of drivers and vehicles to dispatch all ambulatory and wheelchair trips as requested in compliance with applicable local, state, and federal regulations; and
- All fuel and maintenance for primary and spare vehicles, including the original equipment manufacturer's recommendations for preventive maintenance.

OC Flex began service in October 2018 in two zones under the pilot program. On May 24, 2019, a six-month progress report was presented to the Board covering the period of October 15, 2018 through March 31, 2019. A report covering the first full year of operation is planned to be presented to the Board in February 2020, and will include a summary of the performance of the OC Flex microtransit pilot program based on the Board-adopted measures and customer feedback. In addition, staff has conducted research on similar services provided by other agencies and will share an overview of best practices for microtransit services discovered through this effort.

The current agreement expires October 14, 2019, and an amendment to the agreement with Keolis is necessary to maintain the ongoing operation of the OC Flex microtransit service while staff analyzes performance data and prepares the final report and recommendations to be presented to the Board for consideration in February 2020.

Procurement Approach

The procurement was originally handled in accordance with OCTA Board-approved policies and procedures for professional services. On March 26, 2018, the Board approved the award of the agreement with Keolis. The original agreement was awarded on a competitive basis and includes a one-year initial term and two, one-year option terms, in the amount of \$1,150,000. The initial term of the agreement expires on October 14, 2019, as described in Attachment A.

The proposed Amendment No. 3 is to exercise the first option term of the agreement through October 14, 2020. Amending this agreement will increase the maximum obligation by \$1,106,006, bringing the total contract value to \$2,362,843. The escalation of revenue vehicle hourly rates (RVH), which are based on various ranges of monthly RVHs, will remain as originally negotiated. Exercising the first option term will allow Keolis to continue providing operation and maintenance of the OC Flex microtransit pilot program.

Fiscal Impact

The project was approved in the OCTA Fiscal Year 2019-20 Budget, Operations Division, Contract Transportation Services, accounts 2149-7317-D2160-N96 and 2149-7317-D2161-N97.

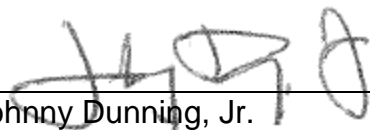
Summary

Based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement C-7-2052 with Keolis, in the amount of \$1,106,006, to exercise the first option term, for the operation and maintenance of the microtransit pilot program, bringing the total contract value to \$2,362,843.

Attachment

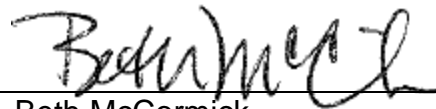
- A. Keolis Transit Services, LLC, Agreement No. C-7-2052 Fact Sheet

Prepared by:



Johnny Dunning, Jr.
Department Manager, Scheduling and
Bus Operations Support
714-560-5710

Approved by:



Beth McCormick
General Manager, Operations
714-560-5964



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



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

**Keolis Transit Services, LLC
Agreement No. C-7-2052 Fact Sheet**


1. March 26, 2018, Agreement No. C-7-2052, \$1,150,000, approved by the Board of Directors (Board).
 - Keolis Transit Services, LLC, to provide operation and maintenance of OC Flex microtransit pilot program.
 - Initial term effective through August 31, 2019 with two, one-year option terms.
2. August 6, 2018, Amendment No. 1 to Agreement No. C-7-2052, \$106,837, approved by Contracts Administration and Materials Management (CAMM).
 - Amendment to revise the scope of work.
3. October 15, 2018, Amendment No. 2 to Agreement No. C-7-2052, \$0, approved by CAMM.
 - Amendment to revise the scope of work, revise the start date of the service, and extend the end date of the initial term to October 14, 2019, as well as make additional administrative changes.
4. September 23, 2019, Amendment No. 3 to Agreement No. C-7-2052, \$1,106,006, pending approval by the Board.
 - Exercise the first option term of the Agreement effective October 15, 2019 through October 14, 2020.

Total commitment to Keolis Transit Services, LLC, Agreement No. C-7-2052: \$2,362,843.



COMMITTEE TRANSMITTAL

September 23, 2019

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

Transit Committee Meeting of September 12, 2019

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

Committee Vote

Due to lack of quorum, no action was taken on this item.

Staff Recommendation

Receive and file as an information item.



September 12, 2019

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

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

Overview

The October 2019 bus service change consists of both major and minor schedule changes to bus routes which address summer demand, road construction, coach operator input, customer requests, and implement changes approved by the Board of Directors in July 2019.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) implements schedule and route revisions to selected bus routes three times a year, in February, June, and October. The next bus service change is scheduled for implementation on October 13, 2019. The primary focus of the Fiscal Year (FY) 2019-20 Bus Service Plan is to grow ridership, increase productivity, and implement routing changes in preparation for the OC Streetcar construction. Three community meetings were held at various locations throughout Orange County in May 2019, and a public hearing was conducted at the OCTA Board of Directors' (Board) meeting on June 10, 2019. The Board approved the final service change recommendations on July 22, 2019, following public open houses and a public hearing. In addition to the changes included in the Bus Service Plan, there are minor changes to routes based on customer feedback and upcoming Metrolink schedule changes.

Discussion

Major changes to bus service will be implemented in FY 2019-20 with the October 2019 and February 2020 service changes as part of the comprehensive OC Bus 360° Program. The October 2019 bus service change includes adjustments to 24 OCTA bus routes designed to address seasonal demand, as well as improve connections, on-time performance, and system productivity.

A summary of the changes planned for the routes included in the October 2019 bus service change is provided in Attachment A, and a map of affected routes is included as Attachment B. Overall the changes will decrease total annual revenue hours by 1,469, and peak weekday vehicles by five. Some of these resources will be used in upcoming service changes.

Service Change Highlights

- Extend Route 26 to Yorba Linda Boulevard and Imperial Highway (all days) and reduce peak frequency (weekdays).
- Extend Route 59 midday trips to The District (weekdays).
- Add one morning trip on Route 79 to address passenger loading to University of California, Irvine (weekdays).
- Eliminate two low ridership trips on Route 206 (weekdays).
- Eliminate Route 211 because of low ridership (weekdays).
- Reduce two low ridership trips and revise routing on Route 213 (weekdays).
- Eliminate Stationlink Route 462 in Downtown Santa Ana for OC Streetcar construction (weekdays).
- Implement new Route 862 during OC Streetcar construction (all days).
- Revise routing on routes 55 and 83 in Santa Ana Civic Center for OC Streetcar construction (all days).
- Improve frequency on Route 83 (all days).
- Remove summer schedules from routes 1 and 89.
- Adjust scheduling of four Stationlink routes based on upcoming changes to Metrolink schedules.
- Make minor schedule adjustments to routes 33, 37, 43, 57, 71, 76, 529, and 543 to improve connections and on-time performance.

Title VI and Environmental Justice Analyses

Title VI and environmental justice analyses were performed for the October 2019 bus service change because some of the changes were considered major per OCTA policy. The analysis accumulated impacts to minority and low-income communities by comparing the transit service levels before and after the route changes. Based on this analysis, it has been determined that the final FY 2019-20 Bus Service Plan recommendations, taken in their entirety, would not have a disparate impact on minority persons nor a disproportionate burden on low-income persons.

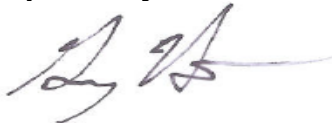
Summary

The October 2019 bus service change consists of both major and minor schedule changes to bus routes which address summer demand, road construction, coach operator input, customer requests, and implement changes approved by the Board in July 2019. The changes are intended to increase productivity and ridership by reallocating resources. Several routing changes will also be made in preparation for the OC Streetcar construction and operations. Notification of the changes to customers is expected three weeks prior to implementation of the service change.

Attachments

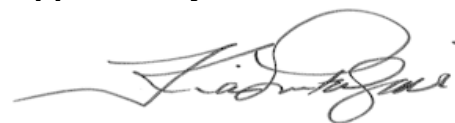
- A. October 2019 Bus Service Change Summary
- B. October 2019 Bus Service Change System Map, Schedule and Route Adjustments

Prepared by:



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

Approved by:



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

October 2019 Bus Service Change Summary

Route	Changes	Change in Annual RVH			Total	Peak Buses
		WKD	SAT	SUN		
1	Reinstate regular schedule by removing summer schedule	-	-	-	-	-
26	Extend route to Yorba Linda Boulevard and Imperial Highway; reduce peak frequency to 20/40 minutes and keep 30 minutes midday; add one morning trip for Metrolink riders traveling to California State University, Fullerton	(123.3)	109.2	121.8	107.7	(1)
33	Schedule adjustment on weekdays	(4.3)	-	-	(4.3)	-
37	Schedule adjustment on weekdays	(38.3)	-	-	(38.3)	-
43	Schedule adjustment on weekdays	586.5	-	-	586.5	-
55	Reroute in downtown Santa Ana due to OC Streetcar construction	(165.8)	15.6	14.5	(135.7)	-
57	Schedule adjustment on weekdays	403.8	-	-	403.8	-
59	Extend midday short trips from Dyer Road and Pullman Street to The District	-	-	-	-	-
71	Schedule adjustment on weekdays	46.8	-	-	46.8	-
76	Schedule adjustment on weekdays	25.5	-	-	25.5	-
79	Add one weekday southbound trip in the morning from Culver Drive and Michelson Drive to University of California, Irvine due to heavy passenger loads	42.5	-	-	42.5	1
83	Reroute in downtown Santa Ana due to OC Streetcar construction; improve frequency to 15/30 minutes during peak and 30 minutes during midday and weekends; improve span by adding one southbound evening trip	(1,432.3)	(64.1)	708.6	(787.8)	-
89	Reinstate regular schedule by removing summer schedule; reduce frequency to 45 minutes during midday	(2,273.8)	-	-	(2,273.8)	-
206	Remove one AM and one PM trip due to low ridership	(612.0)	-	-	(612.0)	(1)
211	Discontinue route	(5,703.5)	-	-	(5,703.5)	(4)
213	Simplify routing for direct service between Brea Mall, Fullerton Transportation Center, Village at Orange, and University of California, Irvine; offer three southbound trips in the AM peak and three northbound trips in the PM peak	(1,432.3)	-	-	(1,432.3)	(1)
462	Discontinue route and replace with Civic Center shuttle Route 862	(1,763.8)	-	-	(1,763.8)	(2)
529	Schedule adjustment on weekdays	(140.3)	-	-	(140.3)	-
543	Schedule adjustment on weekdays	(21.3)	-	-	(21.3)	-
862	During OC Streetcar construction, implement new route to replace Route 462 and deleted portion of Route 83 operating from 5:00AM to midnight; provide 10-minute peak, 15-minute midday, and 25-minute evening frequency; provide 20-minute frequency from 6:00AM to midnight on weekends	8,491.5	942.9	1,051.7	10,486.1	3
Stationlink	Schedule adjustments to four routes due to Metrolink schedule change	(255.0)	-	-	(255.0)	-
Total		(4,369.4)	1,003.6	1,896.6	(1,469.2)	(5)

RVH - Revenue vehicle hours

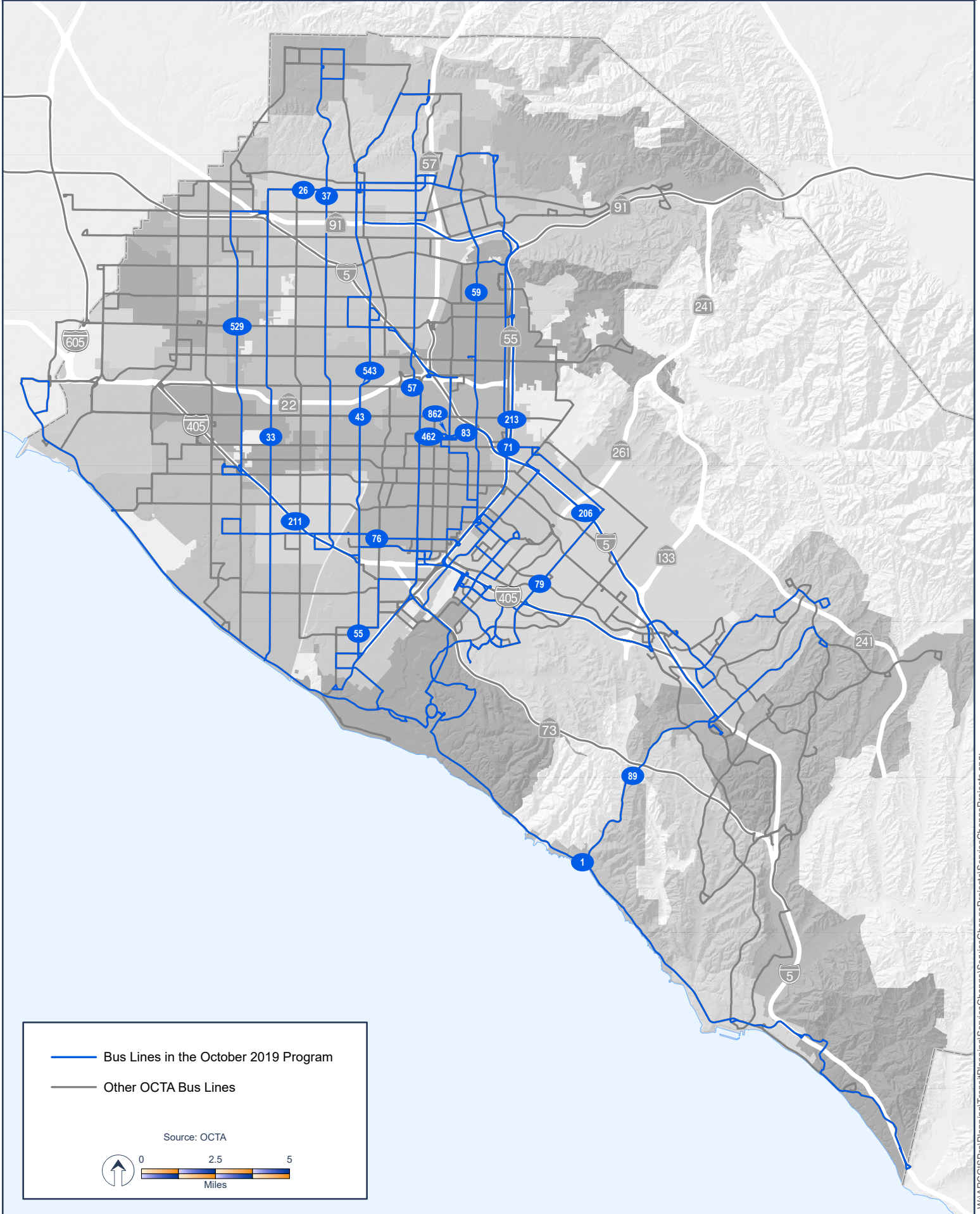
WKD - Weekday

SAT - Saturday

SUN - Sunday

October 2019 Bus Service Change System Map Schedule and Route Adjustments

ATTACHMENT B



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September 23, 2019

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Overview

Staff has developed a request for proposals to initiate a competitive procurement process to retain consultant services to prepare plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1557 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.
- B. Approve the release of Request for Proposals 9-1557 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Discussion

State Route 91 improvements between State Route 57 and State Route 55 (SR-55) (Project) are part of Project I in the Measure M2 (M2) freeway program. In the Next 10 Plan, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2016, the Project is listed as one of the M2 freeway projects to be cleared through the environmental process. The Project is now scheduled to move into design using net excess 91 Express Lanes revenue, as approved by the Board.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55 **Page 2**

The Project will add a general purpose lane in the eastbound direction between La Palma Avenue and SR-55, and provide westbound operational improvements between Acacia Street and La Palma Avenue and between SR-55 and Lakeview Avenue. The Project includes reconstruction of the La Palma Avenue overcrossing bridge and reconstruction of the Kraemer Boulevard/Glassell Street, Tustin Avenue, and Lakeview Avenue interchanges.

The draft environmental document was circulated for public comment on November 20, 2018, and the build alternative has been identified as the preferred alternative by the Project development team. Approving the release of a request for proposals (RFP) for the preparation of plans, specifications, and estimates at this time will enable the consultant design team to begin work in June 2020, or sooner. The Project is being developed as three separate design and construction projects to enhance the participation and competitive bidding of consultants and contractors, with the following Project limits:

- Segment 1 extends from SR-55 to Lakeview Avenue
- Segment 2 extends from La Palma Avenue to SR-55
- Segment 3 extends from Acacia Street to La Palma Avenue

At this time, Board approval is requested to release RFP 9-1557 for design services for Segment 2. The RFP for Segment 1 was released on May 13, 2019, and the consultant selection was approved by the Board on September 9, 2019. The future RFP for Segment 3 is planned for release in January 2020.

Procurement Approach

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

- Qualifications of the Firm 25 percent
- Staffing and Project Organization 40 percent
- Work Plan 35 percent

The evaluation criteria are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55 **Page 3**

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

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

Fiscal Impact

The Project is proposed in OCTA's Fiscal Year 2019-20 Budget, Capital Programs Division, Account 0017-7519-FI105-NA6, and will be funded through net excess 91 Express Lanes revenue.

Summary

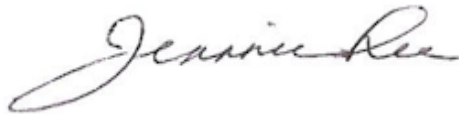
Board of Directors' approval is requested to release Request for Proposals 9-1557 for consultant services for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Approval to Release Request for Proposals for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55 **Page 4**

Attachment

- A. Draft Request for Proposals (RFP) 9-1557, Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Prepared by:



Jeannie Lee, P.E.
Senior Project Manager
(714) 560-5735

Approved by:



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



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

REQUEST FOR PROPOSALS (RFP) 9-1557

**CONSULTANT SERVICES FOR THE
PREPARATION OF PLANS, SPECIFICATIONS,
AND ESTIMATES FOR THE STATE ROUTE 91
IMPROVEMENT PROJECT BETWEEN
LA PALMA AVENUE AND STATE ROUTE 55**



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

Key RFP Dates

Issue Date:	September 23, 2019
Pre-Proposal Conference Date:	September 30, 2019
Question Submittal Date:	October 7, 2019
Proposal Submittal Date:	October 22, 2019
Interview Date:	December 3, 2019

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September 23, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1557: "CONSULTANT SERVICES FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES FOR THE STATE ROUTE 91 IMPROVEMENT PROJECT BETWEEN LA PALMA AVENUE AND STATE ROUTE 55"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to prepare the Plans, Specifications and Estimates for State Route 91 between La Palma Avenue and State Route 55 (SR-55).

To prevent potential conflicts of interest the prime consultant and all subcontractors (at any tier) awarded this contract for design consultant services to develop the PS&E for the SR-91 Improvement Project between La Palma Avenue and SR-55 will be ineligible to participate, in any tier in any of the separate procurements for the construction management services and construction services required to deliver the SR-91 Improvement Project between La Palma Avenue and SR-55.

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

1. Draft Environmental Document
2. Draft Project Report
3. Approved Traffic Study Report

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 22, 2019.

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

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

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

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

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

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

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

To receive all further information regarding this RFP 9-1557, firms and subconsultants must be registered on CMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:
Professional Consulting

Professional Services

Commodity:
Architectural & Engineering
Design Consulting
Traffic Planning Consulting
Consultant Services - General
Environmental Consulting
Architect Services, Professional
Engineering - Architectural
Engineering - Civil
Engineering - Environmental
Engineering - Mechanical
Engineering - Right of Way
Engineering - Traffic
Environmental - Architectural
Land Surveying

Landscape Architectural

A pre-proposal conference will be held on September 30, 2019, at 9:00 a.m. the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 8. All prospective Offerors are encouraged to attend the pre-proposal conference.

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

The Authority has established December 3, 2019, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

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SECTION I: INSTRUCTIONS TO OFFERORS

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

A pre-proposal conference will be held on September 30, 2019, at 9:00 a.m. the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 8. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Robert Webb
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: rwebb@octa.net

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

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the AUTHORITY.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on October 7, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: rwebb@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than October 14, 2019. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Robert Webb .

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM

NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

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

Inquiries received after 5:00 p.m. on October 7, 2019, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 22, 2019.

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

2. Address

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

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

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

Orange County Transportation Authority

Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Robert Webb

3. Identification of Proposals

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

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are

on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

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

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

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

N. CODE OF CONDUCT

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

O. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract for consultant services to develop PS&E for the SR-91 Improvement Project between La Palma Avenue and SR-55 will be ineligible to participate (at any tier) in any of the separate procurements for construction management services and construction services required for the SR-91 Improvement Project between La Palma Avenue and SR-55.

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SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

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

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Robert Webb and must, at a minimum, contain the following:

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

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

- (5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

Offerors are asked to submit only the technical qualifications as requested in the RFP. No cost proposal or work hours are to be included in this phase of the RFP process. Upon completion of the initial evaluations and

interviews, if conducted, the highest ranked Offeror will be asked to submit a detailed cost proposal and negotiations will commence based on both the cost and technical proposals.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

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

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

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

2. Status of Past and Present Contracts Form

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

arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

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SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

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

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

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

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established December 3, 2019, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

C. AWARD

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

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

The selected Offeror will be required to submit to an audit of its financial records to confirm its financial stability and the Offeror's accounting system.

D. THE SELECTED OFFEROR WILL BE REQUIRED TO SUBMIT TO THE AUTHORITY'S ACCOUNTING DEPARTMENT A CURRENT IRS W-9 FORM PRIOR TO COMMENCING WORK.

E. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

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

FOR

IMPROVEMENTS TO

STATE ROUTE 91 (SR-91)

BETWEEN

LA PALMA AVENUE

AND

STATE ROUTE (SR-55)

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SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

The Orange County Transportation Authority (Authority), in cooperation with the California Department of Transportation (Caltrans), the City of Anaheim, the City of Fullerton, the City of Orange, and the City of Placentia, is issuing the Request for Proposals (RFP) for professional and technical consultant services for development of Plans, Specifications, and Estimates (PS&E) for the State Route 91 (SR-91) Improvement Project between La Palma Avenue and State Route 55 (SR-55) (Segment 2).

The project is currently in the Project Approval/Environmental Document (PA/ED) phase. The Draft Environmental Document (DED) was circulated for public review in mid-November 2018. An alternative has been selected as the preferred alternative in late March 2019. For this Scope of Work, Build Alternative is being utilized.

Authority will be the implementing agency for plans, specifications, and estimate and right-of-way activities for the project. Caltrans will be the implementing agency for the construction phase, and will be responsible for the advertisement, bid opening, award, approval, and administration of the construction contract.

1.1-2 General Project Description

The proposed project will provide improvements along SR-91, primarily in the eastbound direction, from west of State College Boulevard to east of Lakeview Avenue. The project limits are SR-91 between PM 4.7 and PM R10.8 (from west of State College Boulevard to east of Lakeview Avenue), SR-57 from PM 15.5 to PM 16.2 (from just south of SR-91 to just north of SR-91), and SR-55 from PM 17.4 to PM R17.9 (from south of SR-91 to SR-91) in the cities of Anaheim, Fullerton, Orange, and Placentia in Orange County. Improvements along eastbound SR-91 would include construction of one 12-foot general purpose lane and one 10-foot outside shoulder between SR-57 and SR-55. The improvements would also restore auxiliary lanes. Eastbound SR-91 would be widened over the Santa Ana River (south side of the bridge). The project provides operational improvements in westbound direction between Acacia Street and La Palma Avenue, and between SR-55 and Lakeview Avenue. The proposed improvements for Build Alternative described in the Draft Project Report (EA 12-0K9800), dated November 19, 2018, shall be the basis of the work contained in this Scope of Work. The design of said improvements shall be in accordance with Caltrans and all other

applicable standards. All pedestrian facilities, including curb ramps, within the project limits must be in accordance with current Americans with Disabilities Act standards.

1.1-3 Detailed Project Description

In Segment 2, add one general purpose (GP) lane and replace shoulder on eastbound (EB) SR-91 between SR-57 and SR-55, and restore auxiliary lanes as needed throughout the project limits.

Kraemer Boulevard OC (Bridge No. 55-0404)

The existing Kraemer Boulevard overcrossing bridge would be replaced with a new bridge that would include six lanes with bike lanes and sidewalks.

Tustin Avenue OC (Bridge No. 55-0414)

The existing Tustin Avenue overcrossing bridge would be replaced with a new bridge that would include seven lanes with shoulder and sidewalks.

Santa Ana River (Bridge No. 55-0106)

The existing Santa Ana River bridge would be widened to the south to accommodate EB improvements of SR-91.

1.1-4 Location and Limits

The project limits on SR-91 between Post Mile 6.4, La Palma Avenue to Post Mile R9.2, SR-55. The project is in the City of Anaheim and in the County of Orange.

1.1-5 Statement of Intent

It is the intent of the Authority to award a professional services contract to provide engineering services including supplemental environmental document as required, obtain environmental regulatory permits, preparation of PS&E, and right-of-way engineering for the SR-91 Improvement Project.

1.2 STANDARDS

1.2-1 Latest Editions

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

1.2-2 Conflicts

In case of conflict, ambiguities, discrepancies, errors, or omissions among the reference materials obtained by CONSULTANT from other agencies,

CONSULTANT shall submit the matter to Authority for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by CONSULTANT prior to clarification by Authority shall be at CONSULTANT's risk and expense.

1.2-3 Roadway/Design

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

1.2-4 Drafting

Roadway and related plans shall be prepared in conformance with the latest versions of the Caltrans "Drafting and Plans Manual" and "CADD Manual." CONSULTANT is required to furnish .dgn files either at PS&E or as-built stage in the Microstation version currently in use by Caltrans at the time of submittal.

The size and clarity of lettering on plan sheets requires special attention, as final contract plans are half-size. Plans, which are illegible or otherwise difficult to read, are unacceptable.

Plans, Specifications and Estimates (PS&E)

PS&E shall be prepared in English units and in conformance with the most recent versions of the Caltrans Guide for the Submittal of Plans, Specifications, Estimates, Standard Plans, and Standard Specifications. As part of the work involved in the preparation of the PS&E, CONSULTANT shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest Caltrans Standard Specifications and Caltrans approved Standard Special Provisions. CONSULTANT shall furnish the Special Provisions to Caltrans. Non-standard Special Provisions shall be prepared by CONSULTANT and shall require approval by Caltrans. Reports and PS&E items related to structures shall be submitted through Caltrans Office of Special Funded Projects (OSFP) as indicated in the OSFP Information and Procedures Guide and at the direction of the District 12 OSFP Liaison Engineer.

1.2-5 Reference Material

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

- A Policy on Geometric Design of Highways and Streets (AASHTO)
- Southern California Regional Rail Authority Engineering Standards, Guidelines, and Standard Specifications
- American Railway Engineering and Maintenance of Way Association (AREMA) Standards
- Caltrans Highway Design Manual including Design Information Bulletins, and Design Memorandums
- Manual of Uniform Traffic Control Devices (MUTCD)
- California MUTCD
- Caltrans Division of Engineering Services Structures Manuals, including Information and Procedures Guide, Design Details, Aids, Practice and Memo to Designers Manuals
- Caltrans Project Development Procedures Manual
- Caltrans Environmental Guidelines & Manuals
- Caltrans Plans Preparation Manual
- Caltrans CADD User's Manual
- Caltrans Highway Planting and Irrigation Manual
- Caltrans Guide for Submittal of PS&E
- Caltrans RTL Guide
- Caltrans Standard Plans and Standard Specifications
- Caltrans Storm Water Quality Handbooks
- Orange County Hydrology Manual
- Caltrans Right of Way (R/W) Engineering Procedures Handbook
- Caltrans R/W Manual
- Caltrans High Occupancy Vehicle Guidelines
- Caltrans Local Assistance Procedures Manual
- Caltrans Survey Manual
- Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps
- Applicable Local Codes and Manuals
- Construction Best Management Practices (BMPs)
- Caltrans Signal and Lighting Guidelines, Changeable Message Sign Guidelines, Ramp Metering Guidelines, Communications Systems Guidelines and National Electrical Code.

1.3 DESIGN CRITERIA

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

1.3-1 Roadway

Design speed and other design criteria shall follow the latest Caltrans Highway Design Manual (HDM) guidelines as well as pertinent city standards.

1.3-2 Bridge & Retaining Walls

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

1.3-3 Surveys

CONSULTANT shall conduct all surveys in conformance with the Land Surveyor's Act and Caltrans Survey Manual for PS&E. Topographic mapping will be provided to CONSULTANT, only design level survey will be required.

1.3-4 Material Report

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

1.3-5 Drainage

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

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SECTION 2

GENERAL CONDITIONS AND REQUIREMENTS

2.1 SCOPE OF WORK GENERAL CONDITIONS AND REQUIREMENTS

- 2.1-1** CONSULTANT shall carry out the instructions as received from Authority Project Manager and shall cooperate with Caltrans, the City of Anaheim, the City of Fullerton, the City of Orange, and the City of Placentia, and any other consultants working on this project.
- 2.1-2** It is not the intent of the foregoing paragraph to relieve CONSULTANT of his professional responsibility during the performance of this contract. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify Authority/Caltrans Project Managers of these concerns, together with the reasons therefore.
- 2.1-3** CONSULTANT is responsible for the accuracy and completeness of PS&E prepared for this project and shall check such material accordingly. While Caltrans will review the data and plans for conformity with Caltrans Design Standards, as well as conformance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, the responsibility for accuracy and completeness lies with CONSULTANT.
- 2.1-4** Neither CONSULTANT nor its subcontractors shall incorporate materials, or equipment of single or sole source origin, other than those included in Caltrans Standards, into the design without the prior written approval of Caltrans.
- 2.1-5** The plans, specifications, designs, estimates, calculations, reports, and other documents furnished under this Scope of Work shall be of a quality acceptable to Caltrans and Authority. The minimum criteria for acceptance shall be a product of neat appearance that is well organized, technically and grammatically correct, and thoroughly checked in accordance with the Caltrans Quality Assurance/Quality Control (QA/QC) Procedures Manual. All work products shall clearly identify both the preparer and checker. The standards of appearance, organization, and contents of the drawings shall meet or exceed those of similar documents produced by Caltrans.
- 2.1-6** The page identifying preparers of engineering reports, the title for specifications and each sheet of plans, shall bear the professional seal, certificate number and expiration date, registration classification, and the signature of the professional engineer(s) responsible for their preparation.
- 2.1-7** To ensure the progress towards contract objectives and requirements, CONSULTANT will hold regular meetings with the Authority and Caltrans. If the original established schedule is insufficient, CONSULTANT will hold additional meetings as necessary. The primary purpose of these meetings

is to discuss work objectives, CONSULTANT's work schedule, the terms of the contract and other related issues. In addition, the meetings will serve as a forum for resolving any issues related to the PS&E development.

- 2.1-8** CONSULTANT may establish direct contact with governmental regulatory and resource agencies and others in order to obtain information, expertise, and assistance in developing baseline data and resource inventories. CONSULTANT shall maintain a record of such contacts and shall transmit copies of those records to Caltrans and Authority on a regular basis. At a minimum, these records shall be transmitted monthly or more frequently, when the content or extent of the records so warrants.
- 2.1-9** Caltrans and Authority will retain responsibility for final consultation, both informal and formal, with state and federal agencies regarding project mitigation and compensation proposals.
- 2.1-10** CONSULTANT shall comply with OSHA regulations regarding safety equipment and procedures, safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Survey Manual. While working on the job site, CONSULTANT's personnel shall wear white hard hats, rubber soled shoes, and appropriate safety vests. In the case of a discrepancy between the Caltrans and OSHA requirements, the more stringent regulation shall apply.
- 2.1-11** CONSULTANT shall designate a Surveys Manager who will coordinate CONSULTANT's surveying operations. The Surveys Manager shall be responsible for all matters related to CONSULTANT's surveying operations, but shall coordinate with CONSULTANT's Project Manager.
- 2.1-12** Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyors Act and the Caltrans Surveys Manual. In accordance with the Act, "responsible charge" for the work shall reside with a pre-January 1, 1982, Registered Civil Engineer or a Licensed Land Surveyor, in the State of California.
- 2.1-13** CONSULTANT shall designate a Construction Lead, who is a qualified Construction Management professional, to lead constructability and biddability reviews.
- 2.1-14** In the case of conflicts between the instructions contained in this Scope of Work and those found in the Bridge Memos to Designers, the instructions in this Scope of Work take precedence.
- 2.1-15** Where this Scope of Work requires CONSULTANT to prepare and submit studies, reports, plans, etc., to Caltrans and Authority, these materials shall be submitted in draft as scheduled, and the opportunity provided for the Authority and Caltrans to direct revisions, prior to final submission.
- 2.1-16** Throughout the design of this project, CONSULTANT will consider least cost alternatives analysis for major project components, where appropriate.

2.1-17 The CONSULTANT's team shall be responsible for supporting and assisting Authority staff in the Board of Directors (Board) approval process during the preparation of the PS&E. These may include but are not limited to: providing Project materials for Board packages, assisting and/or making Board presentations, researching/investigating of information requested by the Board, and attending additional meetings/workshops, as necessary. CONSULTANT's team shall also be responsible for supporting Authority with coordinating with corridor cities regarding various issues related to the Project.

2.1-18 Authority Project Manager will administer CONSULTANT contract and provide general direction to CONSULTANT. Caltrans is responsible for providing Quality Assurance as well as final approval of the PS&E, required reports, and work product.

2.1-18 Following material may be furnished by Caltrans/Authority (as available):

- Existing aerial photographs and negatives
- Existing survey control data and site survey information (hard copy and electronic files) including survey control maps, coordinate control maps, existing right-of-way maps, existing monument maps, existing land-net information and any pertinent records of information
- Existing Caltrans Detailed Seismic Revisions Data Sheets
- Existing maintenance reports
- Existing as-built Logs of Test Borings
- Existing noise data
- Existing Materials Data and Foundation Reports
- Approved Project Report
- Approved Environmental Document
- Pertinent correspondence
- Caltrans standard CADD cell library including bridge, geometric, landscape, project plans, RW, and traffic/electrical (hard copy and electronic files)
- Caltrans District CADD cell library (hard copy and electronic files)
- Caltrans Headquarters/District font library
- Caltrans CADD plotting pen tables
- Caltrans CADD seed file
- Available aerial mapping for the entire project limits (hard copy and electronic files) in proper format
- Current Standard Special Provisions (hard copy and electronic files)

- Monument disks, plugs, tags, and marker posts
- Current Traffic Counts and 2040 Traffic Projections

2.1-19 Following is work which is to be performed by Caltrans:

- Communications with the Federal Highway Administration
- Process Exceptions to Policy
- Provide all Survey Controls
- Input Construction Cost Estimate into Basic Engineering Estimate System (BEES)
- Technical reviews of work and deliverables (technical and office engineers)
- Preparation and processing of request to the Caltrans Longitudinal Encroachment Committee for exceptions to policy, if needed
- Analysis and recommendations for rehabilitation work on existing ramps to be widened
- Perform Safety Review during design and construction
- Perform Constructability Review
- Perform Biddability Review
- Caltrans will be the lead agency for CEQA and NEPA

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SECTION 3

STATEMENT OF WORK

3.1 TASK 1 – PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION

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

3.1-1 Coordination/Administration

3.1-1a Coordination and Meetings

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

CONSULTANT shall participate in the following meetings:

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

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

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

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

Safety Review Meeting shall be held with AUTHORITY and Caltrans at the 65% and 95% submittal.

Deliverables:

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

- Notices
- Agendas

- Handouts
- Minutes
- Progress plans

3.1-1b Administration

Following are administrative duties which shall be performed by CONSULTANT:

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

3.1-2 Schedules

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

- Work items and deliverables identified in accordance with a Work Breakdown Structure (WBS) as developed by CONSULTANT and approved by Authority
- Work items of agencies and other third parties that may affect or be affected by CONSULTANT's activities
- Schedule shall provide adequate time for Authority and Caltrans review, based on standard practices.
- Resource loading of work items in work hours to show the effort required to perform the work. Resource loading shall be used to develop plan and actual progress curves

- The Project Master Schedule shall include all data necessary to represent the total Project and the critical path shall be clearly identified
- The order, sequence, and interdependence of significant work items shall be reflected on the Project Master Schedule
- The following list of major tasks shall be used to develop the Project Master Schedule:
 - Task 1 – Project Management/Coordination/Administration
 - Task 2 – 35 Percent PS&E
 - Task 3 – Unchecked Details PS&E (65 Percent) Submittal
 - Task 4 – Initial PS&E (95 Percent) Submittal
 - Task 5 – Final PS&E (100 Percent) Submittal
 - Task 6 – Construction Bidding Phase
 - Task 7 – Construction Support Phase
 - Task 8 – Project Closeout

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

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

Deliverables:

- Project Master Schedule

3.1-3 Progress Reports

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

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

The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action and show the status of major changes.

All schedule tasks will be updated to reflect current percent complete. If the latest completion time for a significant work item does not fall within the time allowed by the original Project Master Schedule, the sequence of work and/or duration shall be revised by CONSULTANT through concurrent operations, additional staffing or

overtime, until the resultant schedule indicates that all significant project completion dates shall be met. If during the course of the work, CONSULTANT falls behind in overall performance in accordance with the current schedule, a project management meeting will be called to determine the cause. If cause is found to be due to CONSULTANT performance, payment to CONSULTANT may be withheld pending the submittal of an action plan outlining the steps which will be taken to correct the identified delay(s). The initial Project Master Schedule, referenced in Section 3.1-2, as agreed to by Authority shall become the project. The target schedule shall be displayed on the updated Project Master Schedule.

Deliverables:

- Monthly Progress Report

3.1-4 Design Quality Management Plan

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

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

At a minimum, the DQMP shall address the following:

1. **Quality Commitment:** management commitment and message to achieve a quality culture and promote quality practices throughout the project delivery process.
2. **Project Initiation and Early Activities:** Ensure that the proper design criteria, guidelines, standards, specifications, directives, etc. are properly implemented throughout the entire Design Team at all times. Ensure that all field activities use equipment that is properly maintained and calibrated in accordance with the manufacturer's guidelines.
3. **Constructability and Biddability:** Commit a qualified Construction Management professional(s) to the project who will lead constructability and biddability reviews for the duration of the project including performing reviews at all milestone submittals.
4. **QA Manager:** Commit a QA Manager to the project who is qualified to implement the DQMP and oversee the DQMP compliance and conformance of the entire project team, conduct internal surveillances and audits of the entire design team, monitor quality performance, identify when and where corrective action is required, follow up on corrective action to ensure compliance, and

actively engage in the Authority surveillances and audits. QA Manager shall identify critical reviews in the Project Master Schedule.

5. QC:

- a. Provide the QC Processes for checking and reviewing design documents. A discipline review shall precede the inter-discipline review but the constructability review maybe sequential with the inter-discipline review. Should design documents be reviewed using electronic commenting tools, they should identify the reviewer (person making comment), date/time of comment and if possible, resolution.
- b. Provide QC Procedures for complete and independent checking, back checking, correction and verification of all types of calculations, drawings, reports, specifications, quantities and estimates. Establish an appropriate means to avoid conflicts and misalignments between existing facilities and proposed improvements. Provide checklists and ensure use when performing the quality control reviews.
- c. Maintain a communication plan and a project organization chart to adequately and consistently interface with the internal development of the design within all disciplines of work and all external stakeholders.
- d. Maintain a review comment tracking system that encourages complete resolution of all comments and prevents any review comment from not being resolved.
- e. Maintain and Action Item Register from the beginning of the project throughout the completion of the approved final design.
- f. Maintain a Risk Identification, assessment and mitigation log from the beginning of the project. Note all design assumptions as a risk on the log and consider each risks as part of the contingency planning.

6. QA:

- a. Each deliverable shall be verified and certified by the QA Manager and Project Manager as being prepared and checked in accordance with the approved DQMP. A QA Certification shall accompany each submittal.
- b. Identify critical path items and critical reviews in the Project Master Schedule.
- c. The QA Manager shall demonstrate that he/she is qualified to implement the DQMP.

7. Document Control:

- a. Establish an electronic Document Management System that will be used to maintain and store project files and quality records. Define who will maintain the files and how subconsultants will have access, if they have access.

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

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

Deliverables:

- hard copies and an electronic copy of the DQMP

3.1-5 Project Management Plan

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

Deliverables:

- Project Management Plan

3.2 TASK 2 – 35% PS&E

3.2-1 Data Collection

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

Deliverables:

- As-built drawings, reports, and other records

3.2-2 Permit Applications

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

- City and State Encroachment Permit for Construction
- National Pollutant Discharge Elimination System (NPDES) General Construction Activity Stormwater Permit
- Environmental clearance permits for construction as needed per the Draft Project Report and Environmental Document. Although this project will award three separate contracts for three different segments, only one permit application will be submitted to each permitting agency.

Deliverables:

- Prepared Permit Applications
- Secure all required permits

3.2-3 Geometric Workshop

CONSULTANT will refine the geometry to be provided in MicroStation format by Authority from the Final Project Report/Environmental Document. CONSULTANT assumes that major changes will not occur between the Draft Project Report/Environmental Document and the approval of the Final Project Report/Environmental Document.

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

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

Deliverables:

- Collateral Materials for Geometric Workshop

3.2-4 Design Standard Decision Document (formerly Fact Sheet)

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

Deliverables:

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

3.2-5 Design Surveys

CONSULTANT will perform design surveys during this phase. Authority may provide recent photogrammetric mapping in English units. New mapping is anticipated and aerial topographic mapping for the entire corridor will be performed by Segment 1 and coordinated amongst all three segments. The aerial topographic mapping will cover all areas of the proposed improvements and also provide sufficient data to support preparation of the PS&E.

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

CONSULTANT will perform detailed field surveys of existing street and drainage features. The Surveys Manager will coordinate with the Design Engineer to establish limits of work. Cross sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features.

CONSULTANT will verify survey results and then transmit them in MicroStation 3D DGN and DTM formats, along with ASCII point and station-offset files of all field survey ties. All work and files will be based on project coordinate control and in accordance with Caltrans Surveys and Right-of-Way Manuals, and Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps.

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

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

Deliverables:

- Design surveys

3.2-6 Geotechnical Exploration

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

Deliverables:

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

3.2-7 Roadway Plans

CONSULTANT will prepare 35 percent level layouts, profiles, superelevation diagrams, typical sections, and ROW requirements for the assigned segment.

Deliverables:

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

3.2-8 Preliminary Foundation Report

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

Deliverables:

- Preliminary Foundation Report

3.2-9 Structure Type Selection

CONSULTANT will prepare the Structure Type Selection documents and the Bridge General Plan to comply with the most current Caltrans guidelines.

The Type Selection Report will include a discussion of foundation and falsework requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, CONSULTANT

will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

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

Deliverables:

- Bridge Type Selection Reports

3.2-10 Bridge Type Selection Meeting and Approval

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

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

Deliverables:

- Type Selection Meeting Minutes

3.2-11 Utilities

CONSULTANT will coordinate and work closely with the cities and utility companies to determine the need to relocate impacted facilities, using Caltrans policy for high- and low-risk utilities. It is assumed the utility companies will perform relocation design for their own facilities. CONSULTANT will perform potholing of existing high- and low-risk utilities that are within fifty (50) feet of the proposed improvements or cross the improvements, and prepare and distribute utility base maps to affected utilities for confirmation and determination of any needs for relocations. If necessary, CONSULTANT will conduct a utility relocation feasibility study to evaluate existing systems and optimize relocations. CONSULTANT is responsible for coordinating electrical service points of connection with the electrical utility company. A pothole location map will be prepared summarizing the planned pothole locations. Any required agency encroachment permits and traffic control plans will be prepared by the CONSULTANT.

If utilities are required to be relocated, Caltrans will provide the prior rights determination and will also prepare a Utility Relocation Agreement (URA) and Joint Use Agreement (JUA) or Consent to Common Use Agreement (CCUA) for each prior right utility relocation within state right-of-way. Caltrans will also be responsible for all negotiations with the utility companies for cost responsibility, notices to relocate and processing the URA's for approval. URA's will also be prepared by Caltrans for non-prior rights utility relocations.

Deliverables:

- Utility base maps
- Utility relocation feasibility study, if needed
- Utility conflict maps with pothole information
- Utility conflict matrix
- Utility plan sheets

3.2-12 Hazardous Waste

CONSULTANT shall address hazardous soil contaminants (aerially deposited lead [ADL]) and structural materials (polychlorinated biphenyls [PCBs], mercury, lead-based paint [LBP]) that may be encountered during project construction. Asbestos containing materials (ACM) related to buildings and private properties will be addressed by the Authority's right-of-way consultant. In addition, there is a potential that gasoline-impacted soil could be encountered during excavation activities near or at several properties throughout the project limits. Following the completion of Preliminary Site Investigations at these properties in the PA/ED phase, it is possible that Detailed Site Investigations will be required during the PS&E phase except at SA Recycling Facility.

Deliverables:

- Work plan, report, plans and specification for handling of ADL soil.
- Work plan, report, and specifications for survey of PCB at transformers.
- Specification for the handling of potential contamination of PCB at transformers
- Work plan, report, and specification for handling asbestos, LBP, and PCB/mercury/chlorofluorocarbon (CFC) containing equipment on building structures that are located within parcels that will be acquitted
- Work plan, report, and specification for Detailed Site investigation at properties with potentially contaminated soil, if needed.

- Hazardous Materials Disclosure Document – Acquisition (Env-0001-A) Form and Request for Acquisition of Contaminated Property (Env-002) Form (if needed)

3.2-13 Conceptual Landscape and Structure Aesthetics Plan

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

CONSULTANT will prepare a concept landscape plan at a scale of 1"=50' depicting planned replacement planting disturbed by the grading and construction limits. Planting will be based on the Authority's Master Plan of Freeway and Transit Corridor Enhancements (December 1995). This task will also include research and investigation of existing features, field review, attendance at landscape concept coordination meetings, and preliminary cost estimate preparation. The primary purpose of this task will be to establish general landscape parameters for purposes of designing the backbone irrigation system to be constructed by the Highway contract. The Highway Planting and Irrigation System to be constructed by the Highway Planting contract will be a separate PS&E package as described in Section 3.3-7 in this scope of work. A landscape concept plan will also be developed for the entire corridor and coordinated amongst all three segments.

Deliverables:

- Conceptual Aesthetics Treatment Plan
- Landscaping Concept Plans

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

3.3-1 Roadway Plans

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

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

Deliverables:

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

3.3-2 Drainage Plans

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

Deliverables:

- Drainage Report – 10 copies
- Drainage Plans, Profiles, Details, and Quantities – 10 sets

- Storm Water Data Report -10 copies
- Water Pollution Control Plans – 10 sets
- Temporary Drainage Plans – 10 sets
- Erosion Control Plans – 10 sets

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

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

3.3-3a Concept TMP

CONSULTANT will prepare a conceptual TMP for the entire corridor that will be coordinated amongst all three segments. AUTHORITY will determine which segment will prepare this concept TMP.

Deliverables:

- Concept TMP

3.3-3b Segment-specific TMP

The CONSULTANT will develop a traffic management plan (TMP) that includes elements specific to the segment being designed and coordinated with the Concept TMP prepared by Segment 2 for the entire corridor for consistency. The TMP addresses traffic detours and traffic operations during the construction phase. The TMP will be coordinated with the impacted cities, Caltrans, and other stakeholders, including the California Highway Patrol. Stage Construction and Detour Plans will include construction detour routes. Traffic studies conducted as part of the final environmental document process should be reviewed in advance of developing the TMP to ensure that any specified mitigation is incorporated.

Deliverables:

- Transportation Management Plan – 10 copies
- Stage construction and traffic handling/detour plans, profiles, details, and quantities – 10 sets
- Detour layouts, profiles, and super elevation diagrams – 10 sets, as required
- Construction area signs – 10 sets

3.3-4 Pavement Delineation Plans

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

Deliverables:

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

3.3-5 Sign Plans

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

Deliverables:

- Sign Plans, Details, and Quantities – 10 sets

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

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

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

Deliverables:

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

- Temporary Electrical Plans – 10 sets

3.3-7 Planting and Irrigation Plans

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

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

Deliverables:

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

3.3-8 R/W Engineering Services

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

3.3-8a Location

Establishment of the existing R/W for SR-91 and intersection local streets for the entire length of the project as defined by the project limits. All boundary establishment shall be documented on a Before Condition Record of Survey per section 3.3-8c4 below.

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

3.3-8b References

- Ref 1. Caltrans R/W Manual (with special attention to Chapter 6 - R/W Engineering)

- Ref 2. Caltrans Surveys Manual
- Ref 3. Caltrans Drafting and Plans Manual
- Ref 4. Caltrans District 12 R/W Engineering Requirements for the Preparation of Documents and Maps (dated JAN-2007)
- Ref 5. Caltrans District 12 R/W Engineering CADD Standards (dated 2003)
- In the event of conflict between Ref 1, 2, 3 and Ref 4, 5 - the latter shall prevail.

3.3-8c Activities

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

3.3-8c-1 Perform Record Data Search

Search, acquisition, and analysis of appropriate deeds, field notes, and survey maps contained in State, County, and City files.

3.3-8c-2 Acquire Title Reports

Acquire title reports for all parcels impacted by proposed R/W fee, permanent and temporary construction easement takes (If applicable). Provide updated title reports prior to the approval of the R/W Appraisal mapping.

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

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

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

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

3.3-8c-5 Perform Monument Perpetuation Surveys

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

- Preparation of lists of monuments threatened with destruction.

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

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

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

3.3-8c-6 Prepare R/W Maps

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

- R/W Requirements Maps
- Appraisal Map
- Resolution of Necessity Map
- Director's Deed Map
- Relinquishment Map
- Vacation Map
- Transfer Control and Possession Map
- R/W Record Map

3.3-8c-7 Prepare Acquisition Documents

Prepare property acquisition documents. (If required) -(See "Legal Descriptions & Exhibits" Ref 4). The documents include cut sheets for all impacted parcels and cover letters for - parcels impacted with - temporary construction easements, permanent easements and - replacement utility easements.

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

Perform field staking of R/W impacts on properties upon request.

3.3-8c-8 Prepare Resolution of Necessity Legal Descriptions and Plats

Prepare Resolution of Necessity documents and any additional information for the filing of the complaint, and the preparation of any attendant map or plat. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-9 Prepare Director's Deed and Plats

Prepare Director's Deed and attendant maps or plats. (If required) (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-10 Prepare Utility Legal Description and Plat

Prepare legal description and plat to fulfill contract obligations with utility entities including Joint Use Agreement and Consent to Common Use Agreement. (See "Legal Descriptions & Exhibits" Ref 4)

3.3-8c-11 Prepare Parcel Files

For each R/W fee of easement take, prepare a parcel file. (If required) (See "Parcel Files" Ref 4).

3.3-9 Geotechnical and Foundation Reports

3.3-9a Geotechnical Design Report (GDR)

CONSULTANT will prepare a report discussing the geotechnical design basis of the project and recommendations for design and construction of earth retaining structures, cut, and fill slopes, pavement, and drainage facilities. This report will be submitted to Caltrans for review. CONSULTANT will address any comments stemming from this review and prepare a final draft. All calculations supporting the design recommendations will be included as an appendix to the GDR. The report will include infiltration testing for any potential BMP infiltration basins.

Deliverables:

- Draft/Final Geotechnical Design Reports

3.3-9b Foundation Reports for Bridges, Retaining Walls, Soundwalls, and Sign Structures

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

Deliverables:

- Draft/Final Foundation Reports

3.3-9c Materials Report

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

Deliverables:

- Draft/Final Materials Reports

3.3-10 Bridge Plans (Unchecked Details)

CONSULTANT will prepare layout plans and structural details for the modification of Bridges and tie-back walls. CONSULTANT will also prepare draft technical special provisions for the bridges.

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

CONSULTANT will update the bridge General Plan estimate to verify its ongoing validity.

Deliverables:

- Unchecked structure plans –10 reduced sets
- Electronic copy of Unchecked Structures Plans
- Draft Structures Special Provisions
- Updated Structures Cost Estimate

3.3-11 Retaining Wall Plans

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

CONSULTANT will prepare draft technical special provisions for the retaining walls.

Deliverables:

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

3.3-12 Soundwall Plans

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

Deliverables:

- Soundwall Plans, Details and Quantities – 10 reduced sets

3.3-13 Utility Plans

CONSULTANT will prepare and update the utility conflict maps as a result of the coordination, reviews and potholing done during the 35% PS&E. Again, it is assumed the utility companies will perform relocation design for their own facilities.

CONSULTANT shall review relocation plans prepared by utility owners to verify compatibility with the project, as well as other utility plans. CONSULTANT shall respond in writing to Authority either confirming approval or non-approval of the relocation plans to the project and reasons therefore. CONSULTANT shall update the utility plan sheets to show the disposition of each utility on the project. Disposition shall include the utility company name, facility type, original location and proposed location for each utility.

Deliverables:

- Updated Utility conflict maps with pothole information
- Updated Utility Conflict Matrix
- Updated Utility Plan Sheets

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

3.4-1 Roadway Plans

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

CONSULTANT shall review unit price cost assumptions which comprise project cost estimate with Authority. Any discrepancies in unit price costs between Authority and CONSULTANT shall be resolved through a joint review meeting.

Deliverables:

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

3.4-2 Bridge and Specialty Retaining Wall Plans

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

Deliverables:

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

3.4-3 Construction Schedule

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

Deliverables:

- CPM Schedule Printout and electronic copy

3.4-4 Utility and ROW Update

CONSULTANT will verify and update utility and ROW engineering data.

Deliverables:

- Report containing all updated utility and ROW engineering data with changes clearly identified

3.4-5 Update SWDR

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

Deliverables:

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

3.4-6 Planting and Irrigation Plans

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

Deliverables:

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

3.4-7 Environmental Commitment Record (ECR)

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

Deliverables:

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

3.4-8 Update TMP

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

Deliverables:

- Transportation Management Plan – 10 copies

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

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

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

Deliverables:

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

Deliverables to Office of Special Funded Projects (OSFP):

- Full-size reproducible final structure plans – 1 set
- Final structures special provisions – 4 sets
- Prints of final structure plans, reduced size – 4 sets

In addition, CONSULTANT will provide electronic version of all plans, special provisions, estimates and schedules. The final BEES will be provided as a Microsoft Excel file.

3.5-2 Resident Engineer File

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

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda

- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- Utility Relocation Plans and Agreements
- Safety Review Report
- List of Project Personnel
- Cooperative Agreements
- Working Cross Sections
- Bridge four-scale plans – 3 sets

Deliverables:

- Resident Engineer (RE) file

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

3.5-3 Survey File

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

- Contact List
- Datum Listing
- Project Reference List
- Additional Instructions
- Contract Plans
- Project Control
- Topography & Base Maps
- Horizontal & Vertical Alignments
- Profiles
- Cross Sections - Roadway cross-sections at 50' intervals. The cross-sections will depict only the finished surface, pavement subgrade and original ground generated from the DTM files and will be identified by station interval. Additive information such as elevation callouts, curbs, dikes, wall cross-

sections, R/W lines, ditch cross-sections, etc. will not be shown on the cross-sections.

- Slope Staking Notes/Grid Grades
- R/W Appraisal Maps
- R/W Coordinate Geometry
- R/W Monument Perpetuation Documentation
- Structural Systems (Walls)
- Structural Systems (Bridges)
- Drainage Systems
- Digital Design Model

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

Deliverables:

- Survey File

3.5-4 Materials Handouts

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

Deliverables:

- Material Handouts

3.5-5 Paleontological Mitigation Plan (PMP)

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

Deliverables:

- Paleontological Mitigation Plan (PMP)

3.6 TASK 6 – CONSTRUCTION BIDDING PHASE

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

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

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

3.6-1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

3.6-2 Respond to Inquiries

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

Deliverables:

- Draft Bidder Inquiry Responses (hard copy and electronic in ms word)

3.6-3 Addenda

CONSULTANT will prepare addenda as requested by District Engineer.

Deliverables:

- Copies of Addenda

3.7 TASK 7 – CONSTRUCTION SUPPORT PHASE

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

3.7-1 Pre-Construction Meeting

CONSULTANT will attend the pre-construction meeting.

3.7-2 Partnering Workshop

CONSULTANT will attend a partnering workshop as requested by Caltrans.

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

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

3.7-4 Shop Drawing and Submittal Review

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

3.7-5 Additional Drawings at Caltrans Request

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

3.7-6 Site Visits

CONSULTANT will visit the job site as requested by Authority.

3.7-7 Respond to Inquiries/RFIs

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

3.7-8 Change Order Preparation and Review, CRIP Reviews

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

Caltrans Responsibility

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

3.7-9 As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to Caltrans.

Deliverables:

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

3.8 TASK 8 – PROJECT CLOSEOUT

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

3.8-1 Develop Final Record Drawing Plans

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

3.8-2 Deliver Project Files

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

3.8-3 Post Audits

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

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3.9 PROJECT SCHEDULE

Activity	Proposed Date
A. Begin Work	June 2020
B. Draft PS&E	
B.1 Submit 35% PS&E	February 2021
B.2 Submit Unchecked Details (65%) PS&E	December 2021
B.3 Submit Initial (95%) PS&E	June 2022
C. Submit Final PS&E (100%) to Caltrans	December 2022
D. Advertise	October 2023
E. Award	January 2024
F. Begin Construction	February 2024
G. Completion of Construction	August 2027
H. Project Close Out	August 2028

END OF SCOPE OF WORK

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EXHIBIT B: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-9-1557**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 201_
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to provide design and
12 construction support services for Preparation of the Plans, Specifications, and Estimates for the State
13 Route 91 Improvement Project between La Palma Avenue and State Route 55; and

14 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

15 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
16 and is capable of performing such services; and

17 **WHEREAS**, CONSULTANT wishes to perform these services; and

18 **WHEREAS**, the AUTHORITY's Board of Directors approved this Agreement on _____;

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
20 as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

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

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONSULTANT or to future performance of such terms or conditions and CONSULTANT 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," which is attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

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

Names

Functions

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

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

6 **ARTICLE 4. TERM OF AGREEMENT**

7 This Agreement shall commence upon the effective date of this Agreement, and shall continue in
 8 full force and effect through August 31, 2028, unless earlier terminated as provided hereunder.

9 **ARTICLE 5. PAYMENT**

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

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

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

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

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

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

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

- 20 1. Agreement No. C-9-1557;
- 21 2. Specify the task number for which payment is being requested;
- 22 3. The time period covered by the invoice;
- 23 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
24 retention;
- 25 5. Monthly Progress Report;
- 26 6. Weekly certified payroll for personnel subject to prevailing wage requirements;

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

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

10 **ARTICLE 6. MAXIMUM OBLIGATION**

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

16 **ARTICLE 7. NOTICES**

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

- 21 /
- 22 /
- 23 /
- 24 /
- 25 /
- 26 /

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Bob Webb

Senior Contract Administrator

(714) 560 - 5743

ATTENTION: Jeannie Lee

Project Manager

(714) 560-5735, jlee@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

ARTICLE 9. INSURANCE

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

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

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

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

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

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

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

15 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement Number
16 C-9-1557; and, the Contract Administrator's Name, Bob Webb.

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

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

21 **ARTICLE 10. ORDER OF PRECEDENCE**

22 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

23 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1557; (3)
24 CONSULTANT's technical proposal dated , CONSULTANT's cost proposal dated , and (4) all other
25 documents, if any, cited herein or incorporated by reference.

26 /

1 **ARTICLE 11. CHANGES**

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

10 **ARTICLE 12. DISPUTES**

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

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

22 **ARTICLE 13. TERMINATION**

23 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
24 by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay CONSULTANT
25 its allowable costs incurred to date of termination and those allowable costs determined by AUTHORITY
26 /

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

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

13 **ARTICLE 14. INDEMNIFICATION**

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

20 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

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

26 /

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

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

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

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1 **ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY**

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

9 **ARTICLE 19. PROHIBITED INTERESTS**

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

13 **ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

19 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
20 descriptions, and all other written information submitted to CONSULTANT in connection with the
21 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
22 purposes other than the performance for this project, nor be disclosed to an entity not connected with the
23 performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding such
24 material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or becomes
25 generally known to the related industry shall be deemed confidential. CONSULTANT shall not use
26 AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any

1 professional publication, magazine, trade paper, newspaper, seminar or other medium without the
2 express written consent of AUTHORITY.

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

8 **ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT**

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

21 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
22 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
23 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
24 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
25 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
26 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell

1 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
 2 copyright indemnity thereto.

3 **ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS**

4 A. In order to ensure the accuracy of the construction budget for the benefit of the public works
 5 bidders and AUTHORITY's budget process, CONSULTANT shall accomplish the design services
 6 required under this Agreement so as to permit the award of a contract, for the construction of the facilities
 7 designed at a price that does not exceed the estimated construction contract price as set forth by
 8 AUTHORITY. When bids or proposals for the construction contract are received that exceed the
 9 estimated price, CONSULTANT shall perform such redesign and other services as are necessary to
 10 permit contract award within the funding limitation. These additional services shall be performed at no
 11 increase in the price for which the services were specified. However, CONSULTANT shall not be required
 12 to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the
 13 result of conditions beyond its reasonable control.

14 B. CONSULTANT will promptly advise AUTHORITY if it finds that the project being designed will
 15 exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these
 16 limitations. Upon receipt of such information, AUTHORITY will review CONSULTANT's revised estimate
 17 of construction cost. AUTHORITY may, if it determines that the estimated construction contract price is
 18 so low that award of a construction contract not in excess of such estimate is improbable, authorize a
 19 change in scope or materials as required to reduce the estimated construction cost to an amount within
 20 the estimated construction contract price set forth by AUTHORITY, or AUTHORITY may adjust such
 21 estimated construction contract price. When bids or proposals are not solicited or are unreasonably
 22 delayed, AUTHORITY shall prepare an estimate of constructing the design submitted and such estimate
 23 shall be used in lieu of bids or proposals to determine compliance within the funding limitation.

24 **ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

25 All design and engineering work furnished by CONSULTANT shall be performed by or under the
 26 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the

1 State of California, by personnel who are careful, skilled, experienced and competent in their respective
2 trades or professions, who are professionally qualified to perform the work in accordance with the contract
3 documents and who shall assume professional responsibility for the accuracy and completeness of the
4 design documents and construction documents prepared or checked by them.

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

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

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

21 **ARTICLE 25. GENERAL WAGE RATES**

22 A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons,
23 craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work
24 hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent
25 deduction or rebate on any account (except such payroll deductions as are permitted or required by
26 federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed

1 at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates
2 and rates of payments, contributions or costs for any fringe benefits contained in the current general
3 prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial
4 Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing
5 at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40
6 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between
7 CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons,
8 craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per
9 Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon
10 request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

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

17 **ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT**

18 A. If during the course of this Agreement, additional equipment is required, which will be paid for
19 by the AUTHORITY, CONSULTANT must request prior written authorization from the AUTHORITY's
20 project manager before making any purchase. As part of this purchase request, CONSULTANT shall
21 provide a justification for the necessity of the equipment or supply and submit copies of three (3)
22 competitive quotations. If competitive quotations are not obtained, CONSULTANT must provide the
23 justification for the sole source.

24 B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased
25 that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost,
26 /

1 serial number, model identification, and any other information or description necessary to identify said
2 equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

3 C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment
4 and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,
5 at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the
6 equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If
7 the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by
8 AUTHORITY's project manager.

9 D. Any subconsultant agreement entered into as a result of this Agreement shall contain all
10 provisions of this clause.

11 **ARTICLE 27. FORCE MAJEURE**

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

19 **ARTICLE 28. CONFLICT OF INTEREST**

20 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
21 of interest means that due to other activities, relationships or contracts, the CONSULTANT is unable,
22 or potentially unable to render impartial assistance or advice to the AUTHORITY; CONSULTANT's
23 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or
24 the CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose
25 to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the

26 /

CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 29. CODE OF CONDUCT

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

ARTICLE 30. 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 31. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all the requirements set forth in EXHIBIT B, Level 1 SAFETY SPECIFICATIONS. As used therein, “Contractor” shall mean “Consultant,” and “Subcontractor” shall mean “Sub-consultant.”

ARTICLE 32. PROHIBITION

CONSULTANT, including all subconsultants (at any tier) regardless of the level of services provided by said subconsultants (s), that is awarded this contract for PS&E for the SR-91 Improvement Project between La Palma Avenue and SR-55 Project is prohibited from participation (at any tier) on any team pertaining to construction management services or construction services for the delivery of the the SR-91 Improvement Project between La Palma Avenue and SR-55 Project.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-9-1557 to be
2 executed as of the date of the last signature below.

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4
5 By: _____ By: _____

6 Darrell E. Johnson
Chief Executive Officer

7 Date: _____ Date: _____

8
9 **APPROVED AS TO FORM:**

10
11 By: _____

12 James M. Donich
General Counsel

13 Date: _____

14
15 **APPROVED:**

16
17 By: _____

18 James G. Beil, P.E.
Executive Director, Capital Programs

19 Date: _____
20
21
22
23
24
25
26

DRAFT

EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes _____ No _____
- Subconsultant Yes _____ No _____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Tim Shaw, Chairman
Steve Jones, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Andrew Do, Director
Michael Hennessey, Director
Gene Hernandez, Director
Jose F. Moreno, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

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EXHIBIT D: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

C. Heat Illness Prevention Program

Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. Hazard Communication Program

Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

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

E. Storm Water Pollution Prevention Plan

The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos

of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES


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

END OF SECTION



COMMITTEE TRANSMITTAL

September 23, 2019

To: Members of the Board of Directors
From:  Laurena Weinert, Clerk of the Board
Subject: 2020 State Transportation Improvement Program

Regional Planning and Highways Committee Meeting of September 5, 2019

Present: Directors Delgleize, Muller, M. Murphy, R. Murphy, and Pulido
Absent: Directors Bartlett and Chaffee

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendations

- A. Approve the 2020 State Transportation Improvement Program submittal to program \$203.645 million to seven projects, from fiscal year 2020-21 through fiscal year 2024-25.
- B. Authorize the use of up to \$40.512 million in Surface Transportation Block Grant funds, \$92.328 million in Measure M2 funds, and \$44.791 million in SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program funds for the 2020 State Transportation Improvement Program projects.
- C. Authorize staff to make all necessary amendments to the State Transportation Improvement Program and the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.



September 5, 2019

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in black ink, appearing to read "Darrell E. Johnson", is written over the printed name.

Subject: 2020 State Transportation Improvement Program

Overview

Every two years, the Orange County Transportation Authority prepares a program of projects for state funding through the State Transportation Improvement Program. Program recommendations are presented for the Board of Directors' consideration and approval. These recommendations are consistent with programming policies approved by the Board of Directors.

Recommendations

- A. Approve the 2020 State Transportation Improvement Program submittal to program \$203.645 million to seven projects, from fiscal year 2020-21 through fiscal year 2024-25.
- B. Authorize the use of up to \$40.512 million in Surface Transportation Block Grant funds, \$92.328 million in Measure M2 funds, and \$44.791 million in SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program funds for the 2020 State Transportation Improvement Program projects.
- C. Authorize staff to make all necessary amendments to the State Transportation Improvement Program and the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.

Background

The State Transportation Improvement Program (STIP) is a major source of funding for transportation improvements throughout the State of California. Every two years, state and federal transportation revenues are forecasted and programmed for the subsequent five-year period.

The Orange County Transportation Authority (OCTA) is responsible for the development and programming of the STIP, which is submitted to the California Transportation Commission (CTC) for approval and adoption. OCTA dedicates STIP funds for use on projects of countywide significance, consistent with the Board of Directors' (Board) adoption of the Capital Programming Policies (CPP).

Every STIP cycle includes a fund estimate (FE), which determines funding shares for each county. For the 2020 STIP, the FE determined that Orange County's new capacity would be \$6.960 million. On August 12, 2019, the OCTA Board received the 2020 STIP overview as an information item that provided more detail regarding the funding share for Orange County. As noted in the 2020 STIP Overview Board item, the diminished STIP will require significant modifications to existing projects. Additionally, CTC staff has indicated that the CTC would likely be unable to allow funding advancement of existing projects.

Discussion

Due to the CTC's extremely limited ability to advance funding into earlier years, the overall strategy is to fund priority projects utilizing local funds in order to keep projects on schedule such as the Interstate 5 (I-5) Improvement Project from Alicia Parkway to El Toro Road (Segment 3). This I-5 Improvement Project is programmed to receive STIP funds in fiscal year (FY) 2022-23, but will be ready to advertise for construction in FY 2019-20. To delay the project to align with the STIP programming year would be costly and problematic as the other two segments (from State Route 73 {SR-73} to Alicia Parkway) have proceeded to construction. OCTA is proposing to request \$80 million in STIP funds authorized for the State Route 55 (SR-55) Improvement Project from Interstate 405 (I-405) to I-5 as early as possible by requesting to advance those funds from FY 2021-22 to FY 2020-21. By delaying most of the other funding in the STIP to later years, it provides CTC the option to potentially approve this advancement for the SR-55 Improvement Project.

OCTA is further proposing to maximize the use of other state, federal, and Measure M2 (M2) funds for those projects which are ready to proceed or are prioritized in later years. The STIP dollars made available in later years will be applied to upcoming M2 projects, such as the construction phase of the I-5 Improvement Project from I-405 to Yale Avenue (Segment 1), and the Interstate 605 (I-605) Katella Avenue Interchange Project.

OCTA staff is recommending the following changes to the 2020 STIP:

STIP Projects (\$000)	2018 Amount	2020 Amount
Carry Over Projects		
SR-55 Improvements from I-405 to I-5	\$80,000	\$80,000
I-5 Improvements from SR-73 to El Toro Road (replacement planting/landscaping)	\$6,000	\$6,000
Planning, Programming, and Monitoring	\$3,696	\$5,267
New Additions		
I-5 Improvements from I-405 to Yale Avenue (Segment 1) (Construction Phase)	\$0	\$95,338
State Route 74 Ortega Highway Improvements – Calle Entradero to City/County Line	\$0	\$8,540
I-5 Improvements from Avenida Pico to San Diego County Line	\$0	\$5,500
I-605 Katella Avenue Interchange	\$0	\$3,000
Locally-Funded with M2 and Other State Funding		
I-5 Improvements from Alicia Parkway to El Toro Road (Segment 3)	\$69,911	\$0
I-5 Improvements from I-405 to SR-55 (Segments 1 and 2 [Design Phase])	\$12,628	\$0
Seek Future Funding		
State Route 57 Truck Climbing Lane Phase II – Lambert Road to County Line	\$4,050	\$0
Total	\$176,285	\$203,645

The total funding available in the 2020 STIP is made up from the projects programmed in the prior 2018 STIP (\$176.285 million), plus Orange County's new STIP capacity (\$6.960 million). Per the STIP FE, the CTC may approve and program STIP funding above the targets up to the STIP maximum. OCTA staff will be requesting \$20.400 million over the STIP target, which results in a total STIP request of \$203.645 million. If approved, the \$20.400 million will be an advance from the next 2022 STIP cycle and taken out of the 2022 FE. A map, which includes the 2020 STIP, is provided as Attachment A. Attachment B provides a brief description of each project and details of the funding changes. Attachment C provides a table that depicts the projects prepared for the 2020 STIP.

In order to program any phase of work in the STIP, that particular phase must be fully funded. Staff is proposing to fully fund all phases programmed by using a combination of federal Surface Transportation Block Grant (STBG [\$40.512 million]), state SB 1 Local Partnership Program (LPP [\$44.791 million]), and M2 (\$92.328 million). Additional details on how this funding is programmed to each project is provided in Attachment B. The use of federal STBG and state SB 1 LPP funds for these projects is consistent with the CPP, which prioritizes state and federal funds to fulfill commitments to Next 10 projects first. SB 1 LPP is subject to CTC approval. Additionally, the use of M2 funds is consistent with the CPP regarding the use of M2 funds for Next 10 projects.

It is possible that CTC staff may request changes due to revised funding capacity or timing constraints related to the state and federal funding. Adjustments to the recommended program may be necessary, and staff will continue to work with the CTC, the California Department of Transportation (Caltrans), and other appropriate agencies to ensure the projects continue to move toward the 2020 STIP adoption by spring 2020. Staff will keep the Board apprised if material changes are necessary.

Attachment D provides the updated Capital Funding Plan, which includes recommended changes pending approval by the Board on September 23, 2019, and also by the CTC, which is anticipated in March 2020.

Additionally, OCTA staff has had discussions with Caltrans Division of Mass Transit and has requested they consider the Orange Olive Wye Connection Project for \$16 million for Interregional Transportation Improvement Program funding. Attachment B provides additional project information.

Next Steps

With Board approval, staff will finalize and submit the 2020 STIP to the Southern California Association of Governments by September 24, 2019, and then to the CTC by December 15, 2019. The CTC will hold public hearings on the proposed 2020 STIP on January 30, 2020, in Northern California and on February 6, 2020, in Southern California. The CTC is expected to adopt the program on March 25-26, 2020. A 2020 STIP development schedule is included as Attachment E.

Summary

OCTA is responsible for the development and programming of the STIP for Orange County. OCTA is proposing to submit seven projects for \$203.645 million in STIP for FY 2020-21 through FY 2024-25. The use of STIP funds for these projects supplements the local M2 Program and will provide a range of benefits to all of Orange County.

Attachments


- A. OCTA 2020 State Transportation Improvement Program, Proposed Projects
- B. Orange County Transportation Authority, 2020 State Transportation Improvement Program, Project Descriptions and Programming Information
- C. Funding Plan for 2020 STIP-Recommended Projects
- D. Capital Funding Program Report
- E. 2020 STIP Development Schedule

Prepared by:

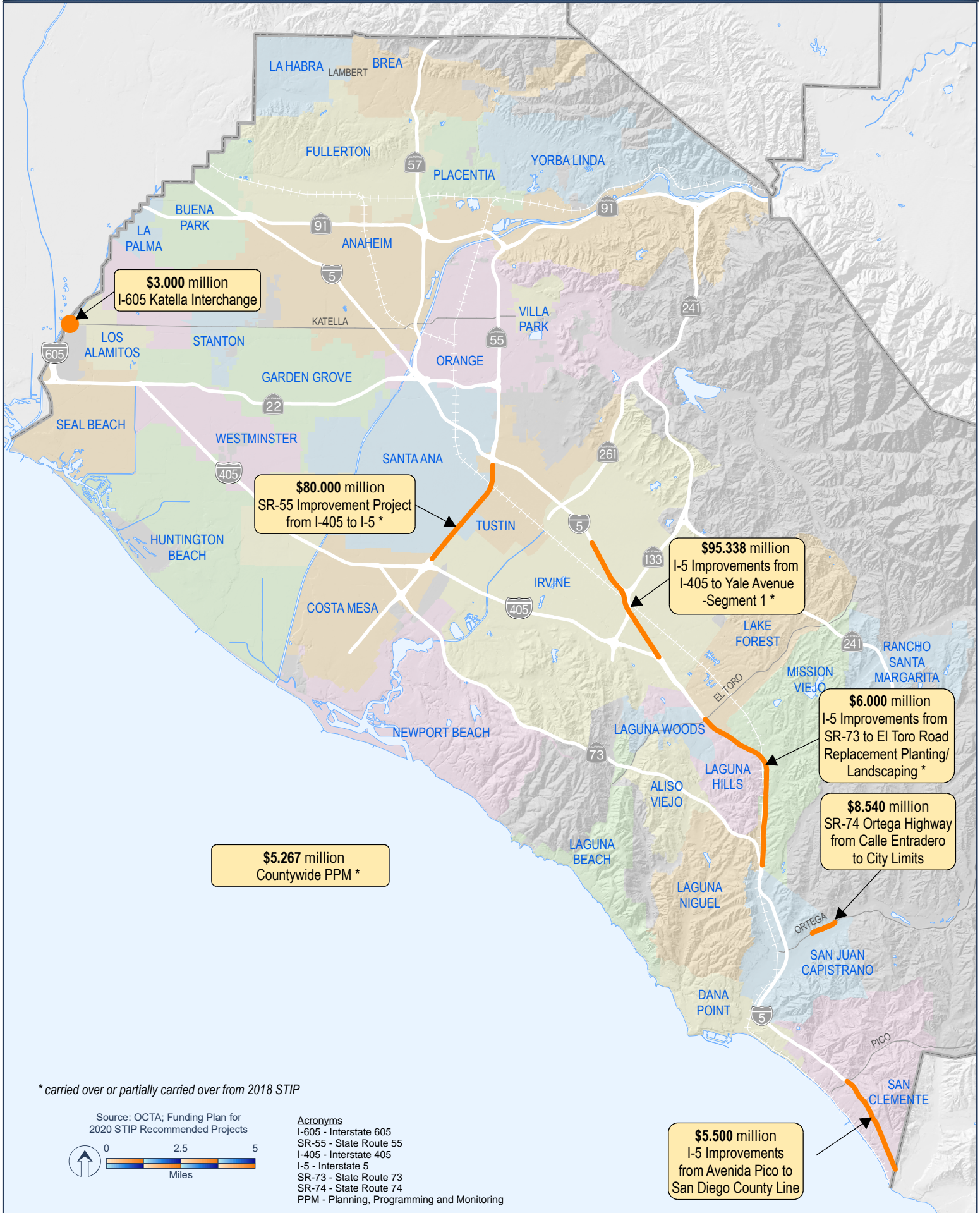


Ben Ku
Section Manager II
Formula Funding Programs
(714) 560-5473

Approved by:



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



* carried over or partially carried over from 2018 STIP

Source: OCTA; Funding Plan for 2020 STIP Recommended Projects



Acronyms

- I-605 - Interstate 605
- SR-55 - State Route 55
- I-405 - Interstate 405
- I-5 - Interstate 5
- SR-73 - State Route 73
- SR-74 - State Route 74
- PPM - Planning, Programming and Monitoring

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

Carryover Projects

State Route 55 (SR-55) Improvement Project from Interstate 405 (I-405) to Interstate 5 (I-5)

This project will add new high-occupancy vehicle (HOV), general-purpose and auxiliary lanes on SR-55 between the I-405 and the I-5 connectors to increase freeway capacity and reduce congestion in central Orange County areas. The project is located in the cities of Irvine, Santa Ana, and Tustin.

Future traffic demand is anticipated to increase traffic volumes to levels that will increase traffic congestion, increase travel delays, and reduce travel speeds. It is anticipated that without additional major capital improvements, the level of service (LOS) for the majority of the study area in the northbound and southbound directions would be unacceptable during AM and PM peak periods.

The Orange County Transportation Authority (OCTA) will seek approval to advance the \$80 million in State Transportation Improvement Program (STIP) funds from fiscal year (FY) 2021-22 to FY 2020-21. The project is a high priority for OCTA and Project F in the Next 10 Delivery Plan.

Staff will negotiate with the California Transportation Commission (CTC) to advance the project based on OCTA's request to delay \$86.589 million in STIP, which is derived from:

- \$69.911 million – I-5 improvements from Alicia Parkway to El Toro Road (Segment 3),
- \$4.050 million – State Route 57 (SR-57) Truck Climbing Lane Phase II – Lambert Road to the County line,
- \$12.628 million – design phase of the I-5 improvements from I-405 to SR-55.

While OCTA is requesting that CTC allow the advancement of STIP funds into FY 2020-21, the funding amounts and sources are not changing. The existing funding is depicted in the table below.

Existing Funding (\$000s)	STIP	SHOPP	STBG	OCTA M2	CMAQ	INFRA/SCCP/ Other	TOTAL
Environmental		\$ 200		\$ 6,332			\$ 6,532
Design		\$ 3,500	\$ 17,000	\$ 1,539			\$ 22,039
Right-of-Way		\$ 27,200	\$ 63,450	\$ 50,899	\$ 20,000		\$ 161,549
Construction	\$ 80,000	\$ 15,900		\$ 51,557	\$ 3,355	\$ 75,000	\$ 225,812
Total	\$ 80,000	\$ 46,800	\$ 80,450	\$ 110,327	\$ 23,355	\$ 75,000	\$ 415,932

SHOPP – State Highway Operation and Protection Program
STBG – Surface Transportation Block Grant
M2 – Measure M2

CMAQ – Congestion Mitigation Air Quality
INFRA – Infrastructure for Rebuilding America
SCCP – Solutions for Congested Corridors Program

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

I-5 Improvements from State Route 73 (SR-73) to El Toro Road (Replacement Planting/Landscaping)

This is an existing 2020 STIP project and based on updated schedules, staff is recommending delaying the \$6 million in STIP funding from FY 2022-23 to FY 2024-25. The delay in STIP funding is consistent with the current schedule. This is part of Project C in the Next 10 Delivery Plan and is the replacement planting/landscaping component of the three segments of the I-5 Improvement Project from SR-73 to El Toro Road.

Existing funding level is depicted below.

Existing Funding (\$000s)	STIP	OCTA M2	TOTAL
Environmental	\$ -	\$ -	\$ -
Design	\$ 650	\$ 400	\$ 1,050
Right-of-Way	\$ 50		\$ 50
Construction	\$ 5,300	\$ 5,845	\$ 11,145
Total	\$ 6,000	\$ 6,245	\$ 12,245

Planning, Programming, and Monitoring (PPM)

Orange County is impacted by severe congestion on many regional and interregional facilities. Examination of the problem and potential solutions are necessary for the future construction of improvements. STIP funds will be used to develop project study reports and provide environmental clearance for projects, thus creating a shelf of projects for the future. CTC sets aside five percent of the STIP for regional agencies to carry out planning activities.

OCTA is requesting the set aside of \$5.267 million in STIP PPM to support consultants and staff in developing the Long-Range Transportation Plan and multimodal strategies to address the short- and long-term transportation needs for Orange County and regional connections, and to guide the expenditure of federal, state, and local transportation funds. These funds will be spread out over the five-year period and will support multiple planning projects.

New Additions

I-5 Improvements from I-405 to SR-55 (Segments 1 and 2)

This project will add one general-purpose lane in both directions of the I-5 from the I-405 to SR-55. Additional features of the project include improvements to various interchanges. Auxiliary lanes will be added in some segments and re-established in others within the project limits. The overall project length is approximately nine miles.

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

Currently, this segment of the I-5 corridor is experiencing congestion and long traffic delays due to demand exceeding capacity, primarily resulting from local, regional, and interregional traffic demand. In addition, forecasted local and regional traffic demand is expected to increase by over 10,000 vehicles per day by the year 2040. This is Project B in the Next 10 Plan.

Due to the inability to advance the project's STIP funding for the design phase of the projects from FY 2022-23 to FY 2020-21, staff is recommending redirecting \$12.628 million in STIP funds programmed to the design phase in FY 2022-23 to the construction phase in FY 2023-24. Additionally, the project will be segmented into two sections, I-5 from I-405 to Yale Avenue (Segment 1) and I-5 from Yale Avenue to SR-55 (Segment 2). Staff is recommending Board of Directors (Board) approval to fund the design, right-of-way, and construction phases of Segment 1, with an additional \$40.512 million in STBG funds, \$44.791 million in SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program (LPP) funds, and an additional \$22.417 million in M2 (M2) funds. Staff will return to the Board with a funding plan for Segment 2 at a future meeting.

Existing and proposed funding levels are depicted below.

Existing Funding (\$000s)	STIP	STBG	LPP	OCTA M2	TOTAL
Environmental		\$ 8,000			\$ 8,000
Design	\$ 12,628	\$ 7,372		\$ 5,000	\$ 25,000
Right-of-Way					
Construction					
Total	\$ 12,628	\$ 15,372		\$ 5,000	\$ 33,000

Proposed Funding for Segment 1 (\$000s)	STIP	STBG	LPP	OCTA M2	TOTAL
Environmental		\$ 8,000			\$ 8,000
Design	-		\$ 14,791	-	\$ 14,791
Right-of-Way		\$ 27,459		\$ 6,729	\$ 34,188
Construction	\$ 95,338	\$ 20,425	\$ 30,000	\$ 20,688	\$ 116,451
Total	\$ 95,338	\$ 55,884	\$ 44,791	\$ 27,417	\$ 223,430
Change	\$ 82,710	\$ 40,512	\$ 44,791	\$ 22,417	\$ 190,430

State Route 74 (SR-74) Ortega Highway Improvements – Calle Entradero to the City/ County Line

This project will widen SR-74/Ortega Highway from two to four lanes by adding one lane in each direction in the City of San Juan Capistrano from Calle Entradero to the City/ County line.

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

This is a new project proposed in the 2020 STIP, and staff is recommending \$8.540 million for the design phase in FY 2024-25. This is an important project for the region and one of the most heavily utilized local roads in the area. Currently, the existing traffic demand exceeds traffic capacity and operates at a LOS E, and will operate at LOS F in the year 2025. It has also received funding in the past through M2 Project O – Regional Capacity Program. The M2 Ordinance requires OCTA to seek out state and federal funds that could support projects in place of M2 funds.

Proposed funding levels are depicted below.

Proposed Funding (\$000s)	STIP	TOTAL
Design	\$ 8,540	\$ 8,540
Total	\$ 8,540	\$ 8,540

I-5 Improvement from Avenida Pico to the San Diego County Line

STIP funds are proposed for the environmental phase of the I-5 Improvement Project from Avenida Pico to the San Diego County line, which proposes to add a general-purpose or a managed lane in each direction on the I-5, reestablish existing auxiliary lanes, widen existing undercrossings, and replace existing overcrossings.

Staff is recommending \$5.5 million for the design phase in FY 2023-24. This is adjacent and complementary to Project C in the Next 10 Delivery Plan.

Existing and proposed funding levels are depicted below.

Existing Funding (\$000s)	CMAQ	STBG	STIP	TOTAL
Environmental	\$ 450	\$ 121		\$ 571
Design				
Project Management				
Total	\$ 450	\$ 121		\$ 571

Proposed Funding (\$000s)	CMAQ	STBG	STIP	TOTAL
Environmental	\$ 450	\$ 121		\$ 571
Design			\$ 5,500	\$ 5,500
Project Management				
Total	\$ 450	\$ 121	\$ 5,500	\$ 6,071
Change	\$ -	\$ -	\$ 5,500	\$ 5,500

Interstate 605 (I-605) Katella Avenue Interchange

The I-605 and Katella Avenue Interchange Project will improve freeway access, traffic operations, enhance safety, and improve pedestrian and bicycle facilities. Staff is recommending \$3 million for the design phase in FY 2024-25. This is Project M in the Next 10 Delivery Plan.

Existing and proposed funding levels are depicted below.

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

Existing Funding (\$000s)	STIP	OCTA M2	TOTAL
Environmental		\$ 1,824	\$ 1,824
Design			
Total		\$ 1,824	\$ 1,824

Proposed Funding (\$000s)	STIP	OCTA M2	TOTAL
Environmental		\$ 1,824	\$ 1,824
Design	\$ 3,000		\$ 3,000
Total	\$ 3,000	\$ 1,824	\$ 4,824
Change	\$ 3,000	\$ -	\$ 3,000

Locally Funded with M2 and State Funds

I-5 Widening from Alicia Parkway to El Toro Road (Segment 3)

The project will add one general-purpose lane on I-5 in each direction between Alicia Parkway and El Toro Road (approximately 1.7 miles), extend the second HOV lane in both directions, and add auxiliary lanes where needed. The additional lane will increase capacity and improve mainline congestion on I-5 from Alicia Parkway and El Toro Road. This is Project C in the Next 10 Plan. Under current traffic conditions, substantial congestion is experienced, and this project will help alleviate congestion and provide air quality benefits.

This project is expected to be ready to list STIP funding to FY 2019-20 from FY 2022-23. Staff is recommending the \$69.911 million in STIP funds be removed from the project and the funds be redirected to projects, which are anticipated to be delivered in the last two years of the 2020 STIP cycle. Staff is recommending Board approval to use \$69.911 million in M2 in place of the STIP funds.

Existing and proposed funding levels are depicted below.

Existing Funding (\$000s)	STIP	SB 1 Local Partnership	OCTA M2	STBG	TOTAL
Environmental			\$ 181	\$ 1,666	\$ 1,847
Design			\$ 1,387	\$ 8,044	\$ 9,431
Right-of-Way			\$ 17,623	\$ 9,419	\$ 27,042
Construction	\$ 69,911	\$ 9,388	\$ 31,093	\$ 30,768	\$ 141,160
Total	\$ 69,911	\$ 9,388	\$ 50,284	\$ 49,897	\$ 179,480

Proposed Funding (\$000s)	STIP	SB 1 Local Partnership	OCTA M2	STBG	TOTAL
Environmental			\$ 181	\$ 1,666	\$ 1,847
Design			\$ 1,387	\$ 8,044	\$ 9,431
Right-of-Way			\$ 17,623	\$ 9,419	\$ 27,042
Construction		\$ 9,388	\$ 101,004	\$ 30,768	\$ 141,160
Total	-	\$ 9,388	\$ 120,195	\$ 49,897	\$ 179,480
Change	\$ (69,911)	-	\$ 69,911	-	-

**Orange County Transportation Authority
2020 State Transportation Improvement Program
Project Descriptions and Programming Information**

Seek Future Funding

SR-57 Truck Climbing Lane Phase II – Lambert Road to County Line

STIP funding was proposed for the project approval and environmental document phase of this project that would have constructed a truck climbing lane on the SR-57 from the Lambert Road undercrossing to just north of the Orange County/Los Angeles County line. A climbing lane would improve truck traffic travel speeds and would increase the throughput of the northbound SR-57. This project is Project G in the Next 10 Plan.

Due to the diminished STIP capacity and the need to focus on high-priority projects staff is recommending the \$4.05 million in STIP funds be removed and reprogrammed to higher priority projects. Staff will recommend a funding plan for this project at a later date.

Interregional Transportation Improvement Program Project

Orange Olive Wye Connection Project

This project will convert the existing uncontrolled Orange Wye into a fully controlled track at the junction of the Orange Subdivision and the Olive Subdivision, maintained by Southern California Regional Rail Authority, owned by OCTA, and located in the City of Orange. A private grade crossing would also be improved to have automatic warning devices.

This is an ITIP project and OCTA has requested the California Department of Transportation Division of Mass Transit consider this project for their submittal.

Proposed funding levels are depicted below.

Proposed Funding (\$000s)	STIP - ITIP	TOTAL
Environmental		
Design	\$ 1,600	\$ 1,600
Right-of-Way		
Construction	\$ 14,400	\$ 14,400
Total	\$ 16,000	\$ 16,000

Funding Plan for 2020 STIP-Recommended Projects										Other Funding				
2020 STIP (In Thousands)	Prior	2020-21	2021-22	2022-23	2023-24	2024-25	Total STIP	STIP Funding			Other Funding			
								STBG/CMAQ	STBG/CMAQ	Pending Approval	M2	M2 Pending Approval	Other ¹	Total Project Cost
Carry Over Projects														
SR-55 Improvement Project from I-405 to I-5		80,000					80,000	103,805		110,327		121,800		415,932
I-5 Improvements from SR-73 to El Toro Road (replacement planting/landscaping)						6,000	6,000			6,245				12,245
Planning, Programming, and Monitoring			1,848	1,848	515	1,056	5,267							5,267
New Additions														
I-5 Improvements from I-405 to Yale Avenue-Segment 1 (Con)					95,338		95,338	15,372		5,000		44,791		223,430
SR-74 Ortega Highway Improvements - Calle Entradero to City/County Line (PS&E)						8,540	8,540							8,540
I-5 Improvements from Avenida Pico to San Diego County Line (ENV)			-		5,500		5,500	571						6,071
I-605 Katella Interchange (PS&E)			-			3,000	3,000			1,824				4,824
2020 STIP subtotal		80,000	1,848	1,848	101,353	18,596	203,645	119,748	40,512	123,396	22,417	166,591		676,309
Removed from the STIP														
Locally Funded with M2														
I-5 Improvements from Alicia Parkway to El Toro Road (Segment 3)							-	49,897		50,284		9,388		179,480
Subtotal Removed from STIP		-	-	-	-	-	-	49,897	-	50,284	69,911	9,388		179,480
Total		80,000	1,848	1,848	101,353	18,596	203,645	169,645	40,512	173,680	92,328	175,979		855,789

1. Other funds include \$44,791 million in pending SB 1 (Chapter 5, Statutes 2017) Local Partnership Program (LPP) formula, \$46.8 million in State Highway Operations and Protection Program, \$75 million in unfunded need, and \$9,388 million in approved LPP funds.

Acronyms

- STIP - State Transportation Improvement Program
- CTC - California Transportation Commission
- STBG - Surface Transportation Block Grant Program
- CMAQ - Congestion Mitigation and Air Quality
- M2 - Measure M2
- SR-55 - State Route 55
- I-405 - Interstate 405
- I-5 - Interstate 5
- SR-73 - State Route 73
- SR-74 - State Route 74
- CON - Construction
- PS&E - Plans, Specifications, and Engineering
- ENV - Environmental



Capital Funding Program Report

Pending Board of Directors (Board) Approval - September 9, 2019

State Highway Project

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
I-5 from SR-55 to SR-57, add one HOV lane each direction	A	\$39,052			\$33,743			\$5,309	
I-5 Widening from I-405 to SR-55 (Env. Phase) ⁴	B	\$8,000			\$8,000				
I-5 Widening from I-405 to Yale Avenue (Segment 1) ^{1,2,4}	B	\$215,430	\$140,129		\$47,884			\$27,417	
I-5 from SR-73 to El Toro Road landscaping/replacement planting ¹	C	\$12,245	\$6,000					\$6,245	
I-5 widening (Alicia to El Toro) Segment 3 ²	C	\$179,480	\$9,388		\$49,897			\$120,195	
I-5 widening (Oso to Alicia) Segment 2	C	\$205,695			\$47,676	\$7,921		\$150,098	
I-5 widening (SR-73 to Oso) Segment 1	C	\$213,267	\$91,977	\$29,832	\$28,167	\$6,433		\$56,858	
I-5 at Los Alisos / El Toro: add ramps	D	\$4,400			\$4,400				
SR-55 (I-5 to SR-91)	F	\$5,000			\$5,000				
SR-55 Widening from I-405 to I-5 ^{1,3}	F	\$340,932	\$80,000		\$103,805	\$46,800		\$110,327	
SR-57 Orangewood to Katella	G	\$2,500			\$2,500				
SR-91 (SR-57 to SR-55) operational improvements	I	\$9,000			\$7,000			\$2,000	
I-405 from SR-73 to I-605 improvements	K	\$1,900,000	\$82,000	\$7,771	\$35,000	\$10,648		\$1,135,651	\$628,930
I-405 (I-5 to SR-55)	L	\$8,000			\$8,000				
I-405 s/b aux lane - University to Sand Canyon and Sand Canyon to SR-133	L	\$2,328	\$2,328						
I-605/ Katella Avenue interchange ¹	M	\$4,824	\$3,000					\$1,824	
241/91 Express Lanes (HOT) connector		\$33,728							\$33,728
I-5 Improvement from Avenida Pico to San Diego County Line ^{1,2}		\$6,071	\$5,500		\$571				
SR-74 Ortega Highway Improvements from Calle Entradero to City/County line ^{1,5}		\$8,540	\$8,540						
SR-74 widening, City/County line to Antonio Parkway		\$40,905	\$10,000		\$5,285				\$25,620
State Highway Project Totals		\$3,239,397	\$438,862	\$37,603	\$386,928	\$71,802		\$1,615,924	\$688,278
State Funding Total		\$476,465							
Federal Funding Total		\$458,730							
Local Funding Total		\$2,304,202							
Total Funding (000's)		\$3,239,397							

State Highway Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
I-5 HOV lane each direction s/o PCH to San Juan Creek Road	C	\$70,658		\$20,789	\$11,796			\$38,073	
I-5 HOV lanes from s/o Avenida Vista Hermosa to s/o PCH	C	\$71,100	\$46,779		\$13,472			\$10,849	
I-5 HOV lanes: s/o Avenida Pico to s/o Vista Hermosa	C	\$90,441	\$43,735		\$31,741	\$1,600		\$13,365	
I-5/SR-74 interchange improvements	D	\$80,300	\$48,683	\$24,109			\$2,500		\$5,008
I-5/SR-74 interchange landscaping/replacement planting	D	\$1,440	\$688			\$752			
SR- 57 n/b widening, Katella Avenue to Lincoln Avenue - landscaping	G	\$2,172						\$2,172	
SR- 57 n/b widening, SR-91 to Yorba Linda Boulevard - landscaping	G	\$946						\$946	
SR-57 n/b widening, Yorba Linda to Lambert Road - landscaping	G	\$1,193						\$1,193	



Capital Funding Program Report

State Highway Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
SR-91 w/b connect existing aux lanes, I-5 to SR-57	H	\$62,977		\$27,227				\$35,750	
SR-91 w/b connecting existing aux lanes, I-5 to SR-57 - landscaping	H	\$2,290						\$2,290	
SR-91 w/b (SR-55 - Tustin interchange) improvements	I	\$43,753	\$15,753	\$14,000				\$14,000	
SR-91 e/b widening, SR-241 to SR-71	J	\$57,773				\$45,911		\$6,942	\$4,920
SR-91 w/b Routes 91/55 - e/o Weir replacement planting	J	\$2,898	\$2,898						
SR-91 widening, SR-55 to Gypsum Canyon (Weir/SR-241)	J	\$76,993	\$22,250	\$54,045				\$698	
SR-57 n/b widening, Katella Avenue to Lincoln Avenue	M1/G	\$35,827		\$24,127				\$11,700	
SR-57 n/b widening, SR-91 to Yorba Linda Boulevard	M1/G	\$51,354		\$39,475				\$11,879	
SR-57 n/b widening, Yorba Linda to Lambert Road	M1/G	\$52,871		\$41,250				\$11,621	
I-405/SR-22/I-605 HOV connector - landscaping		\$4,600			\$4,600				
HOV connectors from I-405 and I-605	M1	\$173,091		\$135,430	\$14,787		\$16,200		\$6,674
HOV connectors from SR-22 to I-405	M1	\$115,878			\$64,375	\$49,625	\$1,878		
State Highway Project Totals		\$998,555	\$180,786	\$380,452	\$140,771	\$97,888	\$20,578	\$161,478	\$16,602

State Funding Total	\$561,238
Federal Funding Total	\$238,659
Local Funding Total	\$198,658
Total Funding (000's)	\$998,555

Acronyms

Aux - Auxilliary
 CMAQ - Congestion Mitigation Air Quality Improvement Program
 FY - Fiscal Year
 HOT - High-Occupancy Toll
 HOV - High-Occupancy Vehicle
 Hwy - Highway
 I-405 - Interstate 405
 I-5 - Interstate 5
 I-605 - Interstate 605
 LA - Los Angeles
 M1 - Measure M1
 M2 - Measure M2
 N/B - Northbound
 OC - Orange County
 OCTA - Orange County Transportation Authority

PCH - Pacific Coast Highway
 RSTP - Regional Surface Transportation Program
 S/O - South of
 S/B - Southbound
 SR-133 - State Route 133
 SR-241 - State Route 241
 SR-55 - State Route 55
 SR-57 - State Route 57
 SR-71 - State Route 71
 SR-73 - State Route 73
 SR-74 - State Route 74
 SR-90 - State Route 90
 SR-91 - State Route 91
 SS - Southside
 STIP - State Transportation Improvement Program
 W/B - Westbound

Board Action:

1. Approve the 2020 State Transportation Improvement Program submittal to program \$203.645 million to seven projects, from fiscal year 2020-21 through fiscal year 2024-25.
2. Authorize the use of up to \$40.512 million in Surface Transportation Block Grant funds, \$92.328 million in Measure M2 funds, and \$44.791 million in SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program funds for the 2020 State Transportation Improvement Program projects.

Project Notes:

3. Project has unfunded need of \$75 million. Staff will return to the Board with a funding plan at a later date.

Project Updates:

4. I-5, I-405 to SR-55 (M2 Project B) split into two segments. Environmental funding for entire project listed separately.
5. Project funding updated to reflect latest funding schedule.

The SR-57 truck climbing lane project - Lambert to LA County line (M2 Project G) has been removed from this report consistent with the removal of funding in the staff report. Staff will recommend a funding plan for this project at a later date.



Capital Funding Program Report

Pending Board of Directors (Board) Approval - September 9, 2019

Rail Project

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Fullerton Transportation Center parking expansion	M1/R	\$33,667	\$11,250	\$11,035			\$9,718		\$1,664
Orange Transportation Center parking structure	M1/R	\$33,175	\$13,762		\$4,073	\$3,298	\$1,850	\$420	\$9,772
Sand Canyon Avenue grade separation	M1/R	\$62,050		\$28,192	\$10,536		\$3,116	\$5,352	\$14,854
OC Streetcar (New Starts)	M1/S	\$407,760	\$25,518		\$54,465	\$162,213		\$165,564	
OC Streetcar preliminary studies and environmental	M1/S	\$7,014				\$341	\$4,977	\$554	\$1,142
Anaheim Canyon Station improvements	R	\$27,906			\$25,413			\$2,000	\$493
Control Point at 4th Street	R	\$2,985				\$2,985			
Future VSS	R	\$217				\$174			\$43
Laguna Niguel to San Juan Capistrano Passing Siding	R	\$34,060	\$3,000	\$6,734	\$22,756	\$1,015			\$555
Metrolink preventive maintenance capitalized operation	R	\$56,874				\$56,874			
Metrolink rehabilitation/renovation - FY 2011-12 to FY 2022-23	R	\$160,962				\$160,962			
Metrolink station and track improvements, and rehabilitation	R	\$2,230				\$1,784			\$446
Orange Olive Wye Connection ¹	R	\$16,000	\$16,000						
Placentia Commuter Rail Station	R	\$34,825	\$2,500	\$400	\$50			\$8,000	\$23,875
Positive Train Control (Metrolink)	R	\$39,916		\$34,190		\$5,726			
San Juan Creek Bridge replacement	R	\$36,018		\$59		\$34,784		\$1,175	
Slope stabilization Laguna Niguel-Lake Forest	R	\$5,168				\$4,834		\$334	
State College grade separation (LOSSAN)	R	\$79,284		\$46,000				\$33,284	
Ticket vending machines	R	\$6,857							\$6,857
VSS at Commuter Rail Stations	R	\$4,409		\$56		\$3,594			\$759
M2 Project S Transit extensions to Metrolink (Rubber Tire)	S	\$733						\$733	
Rail Project Totals		\$1,052,110	\$72,030	\$126,666	\$117,293	\$438,584	\$19,661	\$217,416	\$60,460
State Funding Total		\$198,696							
Federal Funding Total		\$555,877							
Local Funding Total		\$297,537							
Total Funding (000's)		\$1,052,110							

Rail Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Laguna Niguel-Mission Viejo Station parking improvements and expansion (ADA ramps)	M1/R	\$5,177			\$2,800	\$732	\$1,645		
Metrolink Grade Crossing Safety Improvements (OCX)	M1/R	\$80,618		\$18,250			\$7,600	\$30,710	\$24,058
Metrolink rolling stock	M1/R	\$158,009		\$36,300	\$42,230	\$35,390	\$44,089		
Metrolink Service Track Expansion	M1/R	\$119,957		\$51,399			\$68,558		
M2 Project S Fixed-Guideway Anaheim Rapid Connection	M1/S	\$9,924				\$1,516	\$6,000	\$1,286	\$1,122
Anaheim Regional Intermodal Transportation Center (ARTIC) construction	M1/T	\$184,164	\$29,219		\$33,250	\$40,754	\$43,900	\$35,291	\$1,750
Fullerton Transportation Station expansion planning, environmental PSR	M1/T	\$0			\$0		\$0		
Santa Ana grade separation planning and environmental PSR	M1/T	\$1,333			\$1,180		\$153		



Capital Funding Program Report

Rail Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Santa Ana Transportation Station planning and environmental PSR	M1/T	\$1,003			\$888		\$115		
17th Street grade separation environmental	R	\$2,476						\$2,476	
Control Point Stadium Crossover	R	\$6,490		\$3,245		\$3,245			
LOSSAN Corridor grade separations PSR in Anaheim, Orange, and Santa Ana	R	\$2,699						\$2,699	
Metrolink grade crossing safety improvements ROW	R	\$3,025						\$3,025	
North Beach crossings safety enhancements	R	\$348		\$166				\$182	
Rail Crossing signal lights and pedestrian gates	R	\$252		\$252					
Rail Station Platform safety improvements (Fullerton, Irvine, and Tustin)	R	\$553		\$553					
Safety repairs for San Clemente Pier Station	R	\$122		\$122					
San Clemente Beach Trail Crossings safety enhancements	R	\$4,999		\$2,170				\$2,251	\$578
Transit Rail Security (monitors, fencing, video surveillance)	R	\$163		\$163					
Go Local	S	\$7,730					\$7,730		
ARTIC environmental, ROW, program management support, site plan	M1	\$41,369					\$8,869		\$32,500
Fiber Optics installation (Metrolink)	M1	\$23,183		\$10,479		\$10,903	\$1,801		
Laguna Niguel-Mission Viejo Station parking expansion (south lot)	M1	\$4,135		\$695			\$3,440		
Tustin Rail Station parking expansion	M1	\$15,390	\$1,100	\$7,181			\$7,109		
Rail Project Totals		\$673,119	\$30,319	\$130,975	\$80,348	\$92,540	\$201,009	\$77,920	\$60,008

State Funding Total	\$161,294
Federal Funding Total	\$172,888
Local Funding Total	\$338,937
Total Funding (000's)	\$673,119

Project Updates:

1. The Orange Olive Wye was submitted for consideration of ITIP funding.

Acronyms:

- M Code - Project Codes in Measure M1 and M2
- STIP - State Transportation Improvement Program
- RSTP - Regional Surface Transportation Program
- CMAQ - Congestion Mitigation and Air Quality Improvement Program
- M1 - Measure M1
- M2 - Measure M2
- PSR - Project Study Report
- LOSSAN - Los Angeles-San Diego-San Luis Obispo Rail Corridor
- OCX - Rail-Highway Grade Crossing/Safety Enhancement Project
- ROW - Right-of-Way
- FTA - Federal Transit Administration
- OCTA - Orange County Transportation Authority
- ADA - Americans with Disabilities Act
- TSSSDRA - Transit System Safety, Security and Disaster Response Account

2020 STIP Development Schedule

- September 5, 2019 - Present to the Orange County Transportation Authority (OCTA) Regional Planning and Highway Committee the State Transportation Improvement Program (STIP)/Regional Transportation Improvement Program (RTIP).
- September 9, 2019 - Present to OCTA Board of Directors the STIP/RTIP item for approval.
- September 24, 2019 - OCTA STIP/RTIP projects submitted to the Southern California Association of Governments for regional modeling analysis.
- By October 1, 2019 - The California Department of Transportation (Caltrans) submits the final draft Interregional Transportation Improvement Program (ITIP).
- October 8, 2019 - California Transportation Commission (CTC) Interregional Transportation Improvement Program (ITIP) hearing - North.
- October 15, 2019 - CTC ITIP hearing – South.
- December 15, 2019 - STIP/RTIP submittal due to CTC.
- December 15, 2019 - Caltrans ITIP submittal due to CTC.
- January 30, 2020 - CTC STIP hearing – North.
- February 6, 2020 - CTC STIP hearing – South.
- February 28, 2020 - CTC publishes staff recommendations.
- March 25-26, 2020 - CTC adopts STIP.