



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, May 10, 2021 at 9:00 a.m.

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

Agenda Descriptions

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

Public Availability of Agenda Materials

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

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

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

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



BOARD AGENDA

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

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

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

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

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

In order to ensure that staff has the ability to provide comments to the Board Members in a timely manner, please submit your public comments **90 minutes prior to the start time of the Board and Committee meeting date.**

Call to Order

Roll Call

Invocation

Director Chaffee

Pledge of Allegiance

Director Sarmiento



BOARD AGENDA**Special Calendar****Orange County Transportation Authority Special Calendar Matters****1. Proposed Fiscal Year 2021-22 Southern California Regional Rail Authority Budget**

Jennifer L. Bergener

Metrolink staff will present a verbal overview of the draft Southern California Regional Rail Authority Fiscal Year 2021-22 Budget, including the Orange County Transportation Authority's proposed share of operating, rehabilitation, and capital expenses for Metrolink commuter rail service.

Consent Calendar (Items 2 through 18)

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 April 26, 2021.

3. Fiscal Year 2020-21 Internal Audit Plan, Third Quarter Update

Janet Sutter

Overview

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2020-21 Internal Audit Plan on July 27, 2020. This report provides an update of activities for the third quarter of the fiscal year.



BOARD AGENDA**3. (Continued)****Recommendation**

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2020-21 Internal Audit Plan, as an information item.

4. Coronavirus Update

Darrell E. Johnson

Overview

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

Recommendation

Receive and file as an information item.

5. Amendment to the 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement

Kirk Avila

Overview

The 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement prescribes the cost sharing and funding transfers between the two agencies for the operation of the 91 Express Lanes. An amendment is necessary to allow for the reimbursement of shared operating costs incurred by the Riverside County Transportation Commission for the period July 1, 2021 through June 30, 2022.



BOARD AGENDA**5. (Continued)****Recommendation**

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3828 between the Orange County Transportation Authority and Riverside County Transportation Commission, in the amount of \$931,300, for the reimbursement of shared operational expenses through June 30, 2022.

6. Amendment to Cooperative Agreement with the Anaheim Transportation Network for Public Transit Services
Sam Kaur/Andrew Oftelie**Overview**

On August 28, 2017, the Orange County Transportation Authority Board of Directors approved a cooperative agreement with the Anaheim Transportation Network for the continued operation of public transit services. Board of Directors' approval is requested to amend the cooperative agreement to provide the Anaheim Transportation Network with additional funds from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-7-1760 between the Orange County Transportation Authority and the Anaheim Transportation Network, in the amount of \$3,504,231, to provide Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021 funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$10,064,093.



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7. **Amendment to Cooperative Agreement with the City of Laguna Beach for Public Transit Services**
Sam Kaur/Andrew Oftelie

Overview

On June 11, 2018, the Orange County Transportation Authority Board of Directors approved a cooperative agreement with the City of Laguna Beach for the continued operation of public transit services. Board of Directors' approval is requested to amend the cooperative agreement to provide the City of Laguna Beach with additional funds from the American Rescue Plan Act of 2021.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-8-1679 between the Orange County Transportation Authority and the City of Laguna Beach, in the amount of \$430,821, for the pass through of American Rescue Plan Act funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$3,630,202.

8. **Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Laguna Beach Public Transportation Services**
Sam Kaur/Andrew Oftelie

Overview

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



BOARD AGENDA**8. (Continued)****Recommendations**

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$1,075,788.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

9. Orange County Transportation Authority Investment and Debt Programs Report - March 2021

Robert Davis/Andrew Oftelie

Overview

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

Recommendation

Receive and file as an information item.

10. Third Quarter Fiscal Year 2020-21 Procurement Status Report

Pia Veesapen/Andrew Oftelie

Overview

The third quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from January 1 through March 31, 2021, that was approved by the Board of Directors during this period. The third quarter procurement status report also projects future procurement activity for the fourth quarter as identified in the fiscal year 2020-21 budget.



BOARD AGENDA**10. (Continued)****Recommendation**

Receive and file as an information item.

11. Regional Planning Update

Warren Whiteaker/Kia Mortazavi

Overview

Updates on regional planning matters are provided regularly to highlight transportation planning issues impacting the Orange County Transportation Authority and the Southern California region. This update focuses on the State's Climate Action Plan for Transportation Infrastructure, the California Transportation Plan 2050, the Southern California Association of Governments' preparations for the 2024 Regional Transportation Plan/Sustainable Communities Strategy, and a set of proposed Transportation Control Measure substitutions.

Recommendation

Receive and file as an information item.

Orange County Transit District Consent Calendar Matters**12. Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Public Transportation and Community Transit Services**

Sam Kaur/Andrew Oftelie

Overview

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



BOARD AGENDA**12. (Continued)****Recommendations**

- A. Approve the Orange County Transit District Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$152,727,401, and for community transit services in the amount of \$8,094,905, for a total claim amount of \$160,822,306.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.

13. Approval to Release Request for Proposals for Compressed Natural Gas Fueling Facility Operation and Maintenance

Dayle Withers/Jennifer L. Bergener

Overview

The Orange County Transportation Authority requires contracted services for the operation and maintenance of compressed natural gas fueling facilities for the Anaheim, Garden Grove, and Santa Ana bases. Staff has developed a request for proposals to initiate the competitive procurement process. Board of Directors' approval to release the request for proposals is requested.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3317 to provide operations and maintenance services for compressed natural gas fueling facilities at the Anaheim, Garden Grove and Santa Ana bases.
- B. Approve the release of Request for Proposals 1-3317 to provide operations and maintenance services for compressed natural gas fueling facilities at the Anaheim, Garden Grove and Santa Ana bases for a three-year initial term with two, one-year option terms.



BOARD AGENDA**Orange County Local Transportation Authority Consent Calendar Matters****14. Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605**

Jeff Mills/James G. Beil

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 with OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate OC 405 Partners for additional design and construction efforts related to additional environmental monitoring services, lighting management system, the Bolsa Chica Road community wall, traffic signal equipment, and protection of a private property structure encroaching into the California Department of Transportation's right-of-way.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 68.2 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$75,000, to provide additional environmental monitoring services.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 89 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$578,348, to incorporate lighting management system specifications.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 90 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$867,349, to construct the Bolsa Chica Road community wall.



BOARD AGENDA**14. (Continued)**

- D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 91 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$418,620, to provide additional traffic signal equipment at multiple intersections.
- E. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 92 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$995,000, to mitigate a right-of-way encroachment.

15. Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue

Josue Vaglienty/James G. Beil

Overview

On December 14, 2020, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals for the preparation of plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of AECOM Technical Services, Inc., as the firm to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2637 between the Orange County Transportation Authority and AECOM Technical Services, Inc., to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.



BOARD AGENDA**16. Capital Programs Division - Third Quarter Fiscal Year 2020-21
Capital Action Plan Performance Metrics**

James G. Beil

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of January 2021 through March 2021 for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery, which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation

Receive and file as an information item.

**17. Comprehensive Transportation Funding Programs - 2021 Call for
Projects Programming Recommendations**

Alfonso Hernandez/Kia Mortazavi

Overview

The Orange County Transportation Authority issued the 2021 annual Measure M2 Comprehensive Transportation Funding Programs, Regional Capacity Program, and Regional Traffic Signal Synchronization Program call for projects in August 2020. This call for projects made available up to \$30 million in Measure M2 competitive grant funding for regional roadway capacity and signal synchronization projects countywide. A list of projects recommended for funding is presented for Board of Directors' review and approval.

Recommendations

- A. Approve the award of \$20.2 million in 2021 Measure M2 Regional Capacity Program (Project O) funds to nine projects.
- B. Approve the award of \$8.5 million in 2021 Measure M2 Regional Traffic Signal Synchronization Program (Project P) funds to three projects.



BOARD AGENDA

18. Cooperative Agreement with the City of San Juan Capistrano for the Ortega Highway Widening Improvements from Calle Entradero to Reata Road

Adriann Cardoso/Kia Mortazavi

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of San Juan Capistrano to provide Measure M2 Project O funding for the preparation of plans, specifications, and estimates for the Ortega Highway Widening Improvement Project from Calle Entradero to Reata Road. This agreement will supersede the original letter agreement to the Comprehensive Funding Programs Agreement dated August 1, 2020, for the project.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3410 between the Orange County Transportation Authority and the City of San Juan Capistrano, in the amount of \$5,250,000, in Measure M2 Project O funds for the preparation of plans, specifications, and estimates for the Ortega Highway Widening Improvement Project from Calle Entradero to Reata Road.

- B. Approve cancelling Letter Agreement No. 5 to the Comprehensive Transportation Funding Programs Master Agreement No. C-1-2782 with the City of San Juan Capistrano.

Regular Calendar

There are no Regular Calendar matters.



BOARD AGENDA**Discussion Items****19. South Orange County Projects Update**

Kurt Brotcke/Kia Mortazavi

The Transportation Corridor Agencies and the California Department of Transportation concluded a study of toll road expansion options in South Orange County in March 2020. Based on technical work, public input, and policy direction, three alternatives were identified to move forward in the project development process. These included a non-tolled extension of Los Patrones Parkway from Cow Camp Road to Avenida La Pata, widening of Ortega Highway between Calle Entradero to Reata Road, and extension of the Interstate 5 carpool lane from Avenida Pico to the San Diego County line area. Other future projects will be considered as part of the Orange County Transportation Authority's comprehensive South Orange County Multimodal Transportation Study. A status report on these efforts is presented for information purposes.

20. 2021 Board of Directors and Chief Executive Officer Initiatives and Action Plan - First Quarter Progress Report

Darrell E. Johnson

On January 25, 2021, the Orange County Transportation Authority's Board of Directors and the Chief Executive Officer identified a set of priorities for the year, entitled Board Initiatives. Quarterly progress reports are prepared sharing activities and accomplishments. This report summarizes the first quarter activities and accomplishments of the calendar year, January through March 2021.

21. Public Comments**22. Chief Executive Officer's Report****23. Directors' Reports****24. Closed Session**

There are no Closed Sessions scheduled.



BOARD AGENDA**25. Orange County Transportation Authority Fiscal Year 2021-22 Budget Workshop**

Victor Velasquez/Andrew Oftelie

The Orange County Transportation Authority is underway with the development of the fiscal year 2021-22 budget, which identifies available revenues and costs associated with providing transportation services and programs for Orange County. The proposed budget will be reviewed in detail during a two-hour informal workshop following the May 10, 2021, Orange County Transportation Authority Board of Directors meeting.

Recommendation

Receive and file as an information item.

26. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, May 24, 2021**, at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

Proposed Fiscal Year 2021-22 Southern California Regional Rail Authority Budget

April 28, 2021



METROLINK®

SMARTER. BETTER. ESSENTIAL.

Safety Is Foundational At Metrolink

Safety First

Safety has always been a priority for Metrolink, but in March 2020—in the face of the COVID-19 pandemic—we had to expand what that meant. Riders told us exactly what was important for them to feel safe on board our trains, and we have delivered.



Hospital-grade disinfectants



Antimicrobial air filters in train ventilation system



Clean Care Crew clean interiors throughout the day



Face mask requirements



Hand sanitizing stations on each rail car



Physical distancing reminders



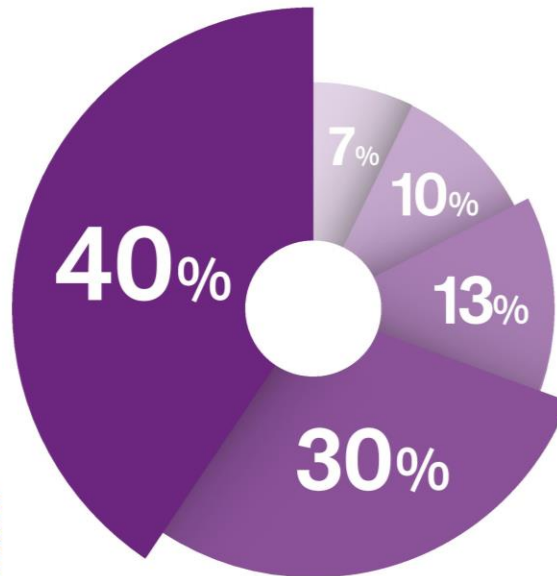
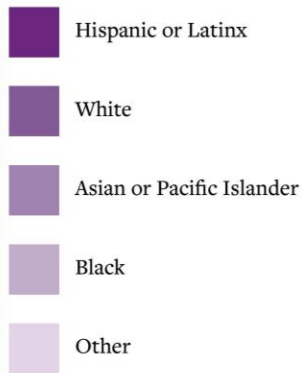
Contactless payment

Sustainability - Climate Action Plan



Metrolink Riders

Current Riders



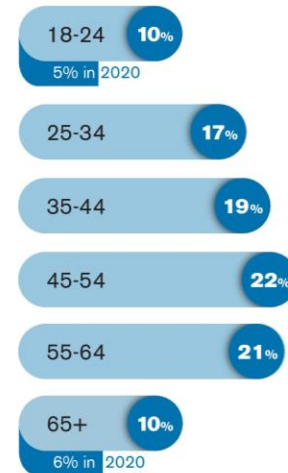
Hispanic/Latinx ridership is up from 30% in 2018 and 31% in April 2020

Who is Riding

Our Ridership is changing. Since April 2020, we have continued to serve the most essential among us.

This unshakeable core of riders knows they can depend on us to be there, so they can get where they need to be.

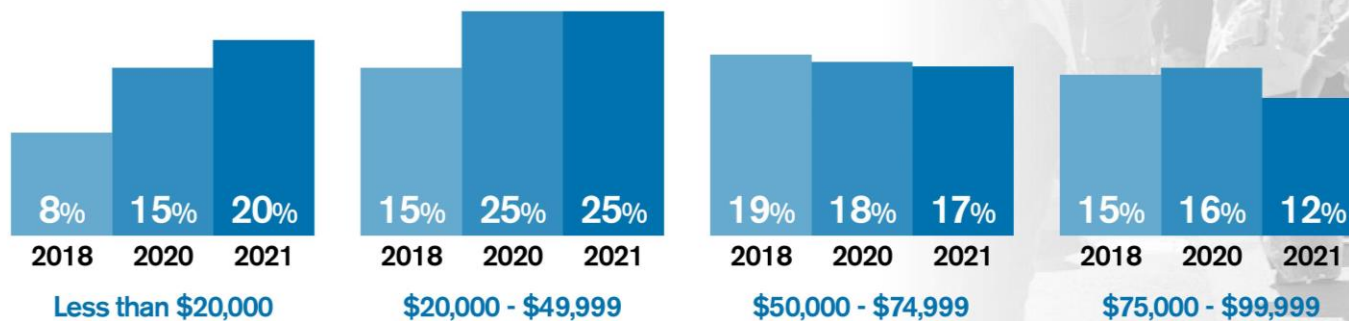
Ages



Metrolink Riders

As riders' needs have changed, we continue to listen and adapt.

Over the past year, we introduced flexible ticketing options like the **5-Day Flex Pass** and **Kids Ride Free** programs to address the range of incomes and needs of so many of our riders.



Household Incomes

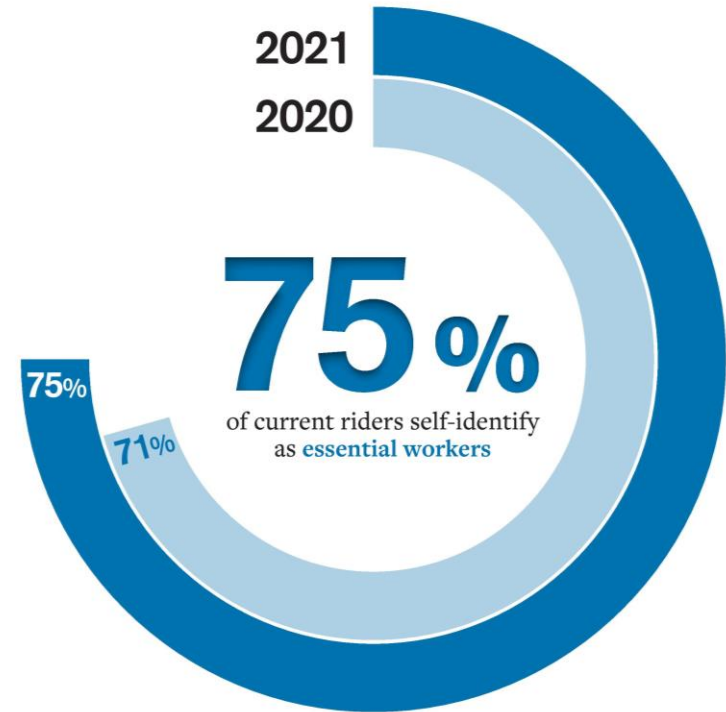
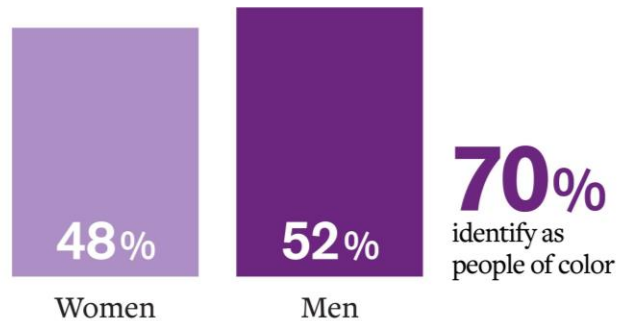
45%
of current riders report household incomes below \$50,000, as compared to just 23% in 2018

Metrolink – An Essential Service

An **Essential** Service

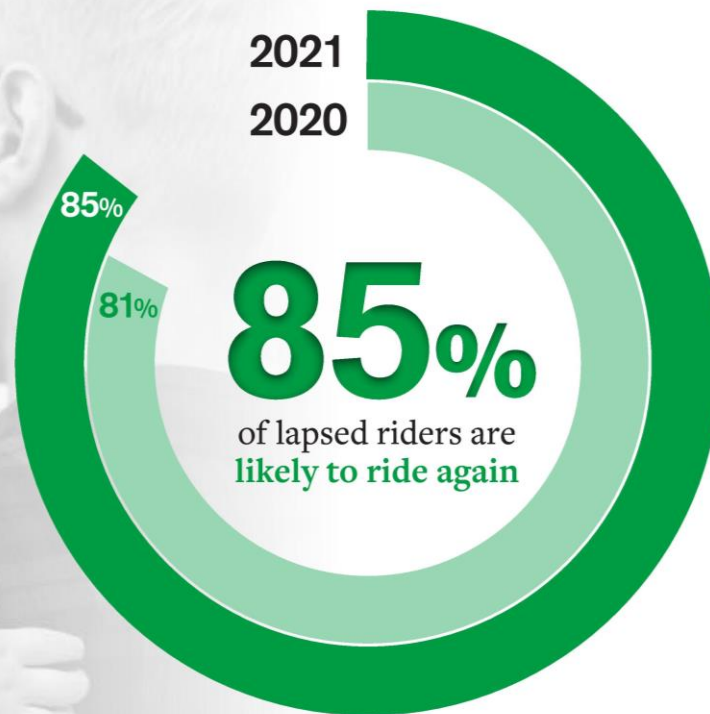
Metrolink is an essential part of the mobility of Southern California.

While many have decreased their ridership due to the pandemic, essential workers relied on us to get them where they were needed most.



Ready To Welcome Back Riders

An **Optimistic** Outlook



MetroLink has never stopped connecting Southern California to a brighter future.

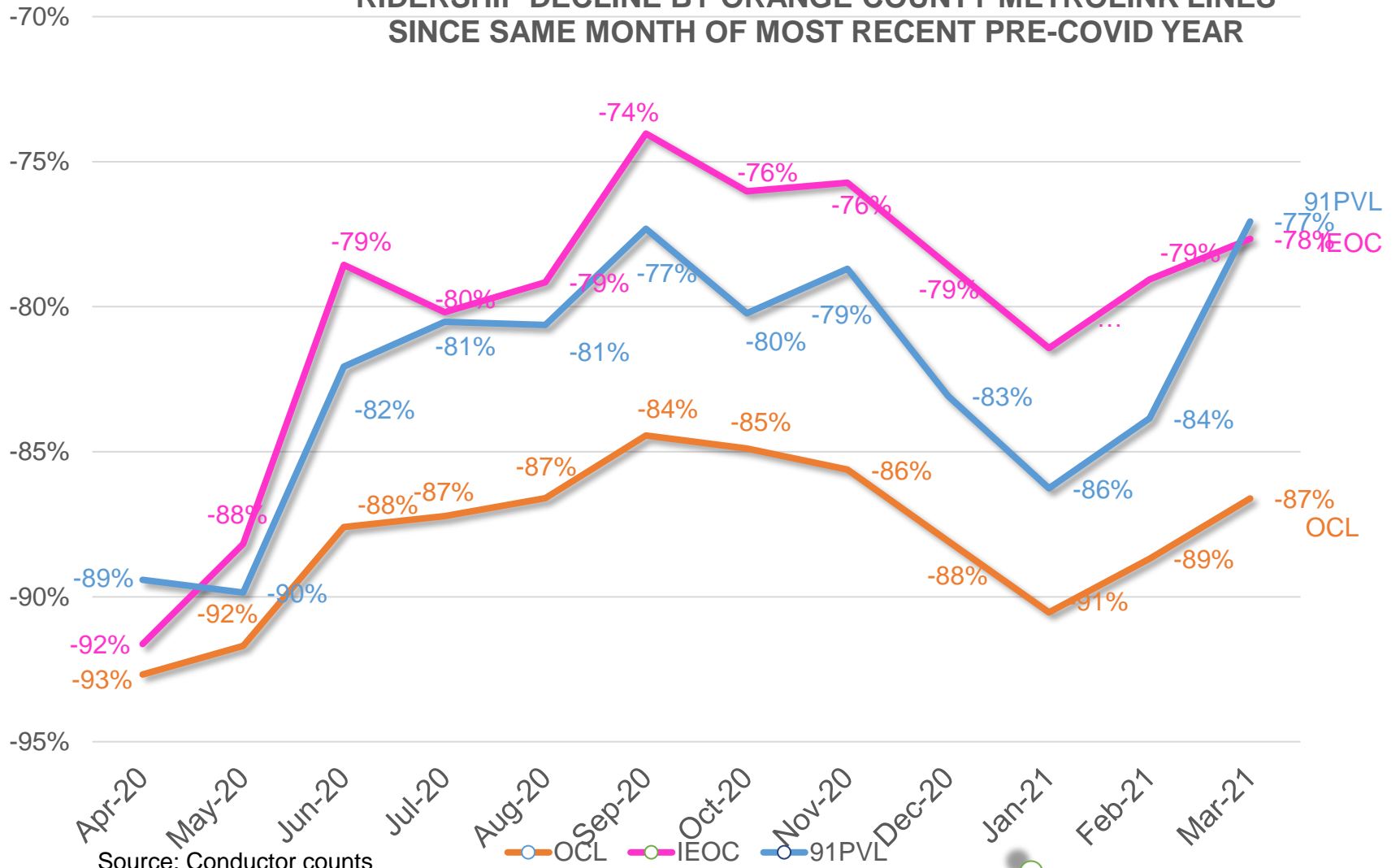
Since the beginning of the pandemic our riders' outlook has remained positive, and our most recent poll shows **even more** riders plan to return. And we'll be ready for you.

In addition to making our trains cleaner and safer than ever, we honored our commitment to the environment, introducing 39 new Tier Four locomotives to our fleet, and implemented our first ever climate action plan to guide us to a zero emissions future.

We can't wait to see you on the train.

Metrolink Ridership

RIDERSHIP DECLINE BY ORANGE COUNTY METROLINK LINES SINCE SAME MONTH OF MOST RECENT PRE-COVID YEAR



Ridership Recovery Forecast Scenarios

Planning Scenarios:

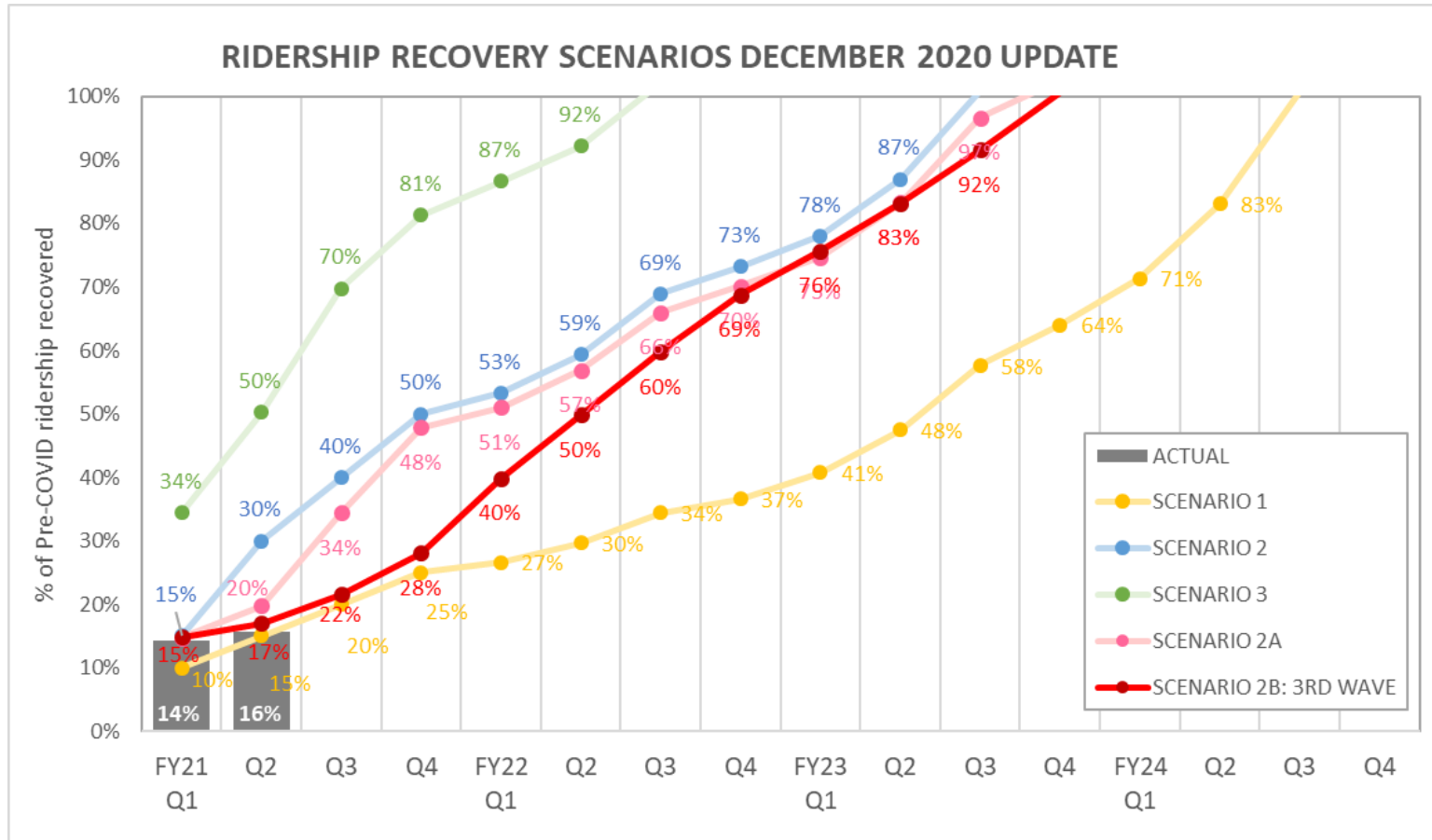
1 - Muted Recovery (Worst Case): Major economic downturn. Ridership recovery prolonged until Fiscal Year (FY) 2024 Quarter 3

2 - Recession (Medium Case): Medical crisis triggers recession. Ridership recovery by FY23 Quarter 3

2A - Surge (Adjusted Medium Case): Surge in infections delays ridership recovery to FY23 Quarter 4.

2B – 3rd Wave (Adjusted Medium 2A Case): Surge in infections delays ridership recovery to FY23 Quarter 4.

3 - No Recession (Best Case): Ridership recovery by FY22 Quarter 3



Budget Goals

- Focus on the five point Board approved Recovery Plan Framework to restore service and improve operations
- Manage Member Agency subsidy through cost containment





Proposed FY22 Operating Budget



FY22 Operating Budget Assumptions

➤ **Economic**

- The UCLA Anderson Forecast in December assumes "that a large number of people will have received one of the vaccines by summer, ushering in the beginning of a return to normalcy." California joblessness will drop from 8.9% in the last quarter of 2020 to 6.9% in 2021, 5.2% in 2022 and 4.4% in 2023, according to the forecast.

➤ **Service**

- Maintain 30% Service Reduction – any change based on ridership recovery

➤ **Revenue**

- Ridership Recovery Forecast Scenario 2B

➤ **Expense**

- 3% Merit Pool for FY22
- No COLA for FY22
- Contractor Increases Only as Mandated by Agreements
- 1 New FTE headcount (Manager II - Cybersecurity)

➤ **Funding**

- Continued Dependency on use of COVID-19 Relief Funds

➤ **Reporting**

- Monthly
- Formal Mid-Year Budget review

➤ **Arrow Service**

- Will be presented as part of the Mid-Year Budget Adjustment

Proposed FY22 Operating Budget – Summary of Subsidy **by Member Agency**

(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Total Operating Revenue - FY22	29,220	15,604	5,045	7,253	2,238	\$ 59,359
Total Expense FY22	127,593	54,757	26,519	29,770	14,394	\$ 253,034
Loss - Subsidy - FY22	(98,379)	(39,153)	(21,475)	(22,518)	(12,150)	(193,674)
Total Operating Revenue - FY21	22,185	10,861	3,453	5,205	1,797	\$ 43,500
Total Expense FY21	132,107	56,793	27,233	30,272	14,102	\$ 260,508
Loss - Subsidy - FY21	(109,922)	(45,933)	(23,780)	(25,067)	(12,305)	(217,008)
<i>These contributions reflect- calculated loss- not fixed Subsidy used in FY21</i>						
Year over Year Variance						
Operating Revenue	7,035 31.7%	4,744 43.7%	1,591 46.1%	2,047 39.3%	441 24.6%	15,859 36.5%
Expense	(4,514) -3.4%	(2,037) -3.6%	(714) -2.6%	(502) -1.7%	292 2.1%	(7,474) -2.9%
Loss - Subsidy	(11,543) -10.5%	(6,780) -14.8%	(2,305) -9.7%	(2,549) -10.2%	(155) -1.3%	(23,333) -10.8%

Arrow Service in separate budget

FY22 Subsidy and COVID Relief Funds

	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Loss - Subsidy - FY22	\$ (98,379,438)	\$ (39,152,549)	\$ (21,474,584)	\$ (22,517,758)	\$ (12,150,085)	\$ (193,674,413)
COVID Relief Funds Allocated	\$ 56,510,776	\$ 64,633,169	\$ 33,618,973	\$ 40,246,215	\$ 32,053,845	\$ 227,062,978
Estimated COVID Relief Funds Available	\$ 16,902,666	\$ 44,565,465	\$ 10,044,652	\$ 30,294,721	\$ 29,266,144	\$ 131,073,648
COVID Relief = CARES						

Metro – Los Angeles County Metropolitan Transportation Authority

RCTC – Riverside County Transportation Commission

SBCTA – San Bernardino Transportation Authority

VCTC – Ventura County Transportation Commission

Restoration of Service

Guiding Principle: Train Load Factor

- Continuous Monitoring of Daily Train Load Factor & Stay-at-Home Orders
- Internal Team Meets Bi-Weekly to Review Load Factors (Ad-Hoc Meetings will be convened if large spikes in ridership occur.)
- A Continuous Load Factor **Greater Than 25%-30% Over a 2-Day Period** May Trigger Restoration of Service to that Corresponding Train
 - Team Reviews Schedule of Operation, Equipment Cycles, & Restoration of Crew Base
 - Short-Term: Review if Alternating Equipment can be provided In-Lieu of Adding Full Train Set (i.e. Add One Car to a 5-Car Train)
 - Long-Term: Trains to be Added in Pairs to Protect Equipment/Crew Rotations of Current Schedule, if needed
- Any financial impacts to restoration of service will be addressed during the Mid-Year Budget Review.



Proposed FY22 Capital Budget



FY22 Capital Program

- **Proposed FY21 Budget: \$99.0M**
 - Rehabilitation = 90.433M
 - New Capital = \$8.600M

- **Current Backlog estimated at \$500M**

Proposed Capital Program Requests

Cash Flow - Rehabilitation

Cash Basis							
	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY22 Rehabilitation	\$33.1M	\$15.0M	\$4.2M	\$7.3M	\$4.7M	\$26.1M	\$90.4M
			CASH OUTLAY				
2021-22	\$1.7M	\$0.8M	\$0.2M	\$0.4M	\$0.2M	\$1.3M	\$4.5M
2022-23	\$11.6M	\$5.3M	\$1.5M	\$2.5M	\$1.6M	\$9.1M	\$31.7M
2023-24	\$9.9M	\$4.5M	\$1.3M	\$2.2M	\$1.4M	\$7.8M	\$27.1M
2024-25	\$9.9M	\$4.5M	\$1.3M	\$2.2M	\$1.4M	\$7.8M	\$27.1M
Totals	\$33.1M	\$15.0M	\$4.2M	\$7.3M	\$4.7M	\$26.1M	\$90.4M

Preliminary Capital Program Requests Cash Flow – New Capital

Cash Basis							
	METRO	OCTA	RCTC	SBCTA	VCTC	OTHER	TOTAL
FY22 New Capital	\$0.3M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$8.0M	\$8.6M
			CASH OUTLAY				
2021-22	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$0.4M	\$0.4M
2022-23	\$0.1M	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$2.8M	\$3.0M
2023-24	\$0.1M	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$2.4M	\$2.6M
2024-25	\$0.1M	\$0.0M	\$0.0M	\$0.0M	\$0.0M	\$2.4M	\$2.6M
Totals	\$0.3M	\$0.1M	\$0.1M	\$0.1M	\$0.0M	\$8.0M	\$8.6M

FY22 Operating & Capital Proposed Subsidy by **Member Agency**

	Metro	OCTA	RCTC	SBCTA	VCTC	Other	Total
(000s)							
FY22 Proposed Budget Requested Member Agency Subsidy	\$ 98,379	\$39,153	\$21,475	\$22,518	\$ 12,150	-	\$ 193,674
FY22 Capital Program Funding Required	\$ 33,350	\$15,167	\$ 4,293	\$ 7,366	\$ 4,755	\$ 34,103	\$ 99,033
Total FY22 Request *	\$ 131,729	\$54,319	\$25,768	\$29,884	\$ 16,905	\$ 34,103	\$ 292,707

MINUTES

Board of Directors' Meeting

Call to Order

The Monday, April 26, 2021, regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Do at 9:01 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

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

Via Teleconference: Andrew Do, Chairman
Mark A. Murphy, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Katrina Foley
Patrick Harper
Michael Hennessey
Gene Hernandez
Steve Jones
Joseph Muller
Tam Nguyen
Vicente Sarmiento
Tim Shaw
Harry S. Sidhu
Donald P. Wagner
Ryan Chamberlain, District Director – Caltrans District 12

Directors Absent: Brian Goodell

Staff Present: Jennifer L. Bergener, Deputy Chief Executive Officer
Gina Ramirez, Deputy Clerk of the Board
Allison Cheshire, Interim Deputy Clerk of the Board

Via Teleconference: Darrell E. Johnson, Chief Executive Officer
James Donich, General Counsel

Invocation

Director Sidhu gave the invocation.

Pledge of Allegiance

Vice Chairman Murphy led in the Pledge of Allegiance.

Special Calendar

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

James Donich, General Counsel, administered the Oath of Office to new Board Member Tam Nguyen.

Chairman Do congratulated Director Nguyen and welcomed him to the Orange County Transportation Authority (OCTA) Board.

2. Adopt Resolutions of Necessity for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5

Chairman Do opened the hearing for public comments, and there were no public comments.

James Donich, General Counsel, provided opening comments about the three proposed Resolutions of Necessity (RON). He also discussed the four factors that the Board must consider when adopting these RONs to obtain the properties.

Mr. Donich stated these RONs require an affirmative vote of 12 Board Members, two-thirds of the Board to approve. If the Board adopts these RONs, they will move forward and file an action for each of these three RONs. He stated that he is in complete agreement with staff and believes the Board can adopt all three of these RONs.

Ross Lew, Program Manager, provided a PowerPoint presentation.

A discussion ensued regarding the following:

Director Wagner voiced his concerns that this project does not justify the expense and stated eminent domain is the most onerous process. For that reason, he is going to vote no on this item.

Director Shaw referenced Slide 9 of the PowerPoint and the reassigned parking spaces on-site during the project.

2. (Continued)

Mr. Lew responded that the parking spaces can be restriped temporarily during the project and will be restored after construction.

A motion was made by Director Hennessey, seconded by Director Hernandez, and following a roll call vote, declared passed 15-1, to adopt Resolution of Necessity Nos. 2021-034, 2021-035, and 2021-036, and authorize and direct General Counsel to prepare, commence, and prosecute a proceeding in eminent domain for the purpose of acquiring necessary right-of-way and real property interests for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Director Wagner voted in opposition.

3. Public Hearing for the June 2021 Service Change

(A verbatim transcript of this public hearing is on file in the Clerk of the Board's office.)

Darrell E. Johnson, Chief Executive Officer (CEO), provided opening comments and introduced Stella Lin, Manager of Marketing and Customer Engagement, provided a PowerPoint presentation on the following:

- Background on the service changes in February, June, and October of each year;
- The emergency service change implemented in March 2020 due to the pandemic;
- Bus service increased slightly in June 2020 due to demand;
- 2262 comments received on this item;
- Feedback provided to the Planning Department to incorporate into this service change and future service changes.

Chairman Do opened the public hearing and requested the Clerk of the Board read into the record the noticing done to inform 'the public and local agencies of today's public hearing.

The DCOB noted that the COB Department received public comments on April 23 from Martin Varona and Frank Michael Russell, and on April 16 from Elissa Thomas. All public comments were emailed to the Board Members on April 26 at 8:30 a.m. The comments would be retained as part of the record for today's Board meeting.

Chairman Do closed the public hearing.

3. (Continued)

Director Nguyen acknowledged Ms. Lin and her staff for putting the meetings together. He participated in the Vietnamese public meetings during the process and heard nothing but positive discussions.

A motion was made by Director Delgleize, seconded by Director Nguyen, and following a roll call vote, declared passed 16-0, to receive and file initial public input on the draft June 2021 bus service change as well as emergency changes to bus service implemented during the coronavirus pandemic.

Consent Calendar (Items 4 through 10)

4. Approval of Minutes

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 15-0, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of April 12, 2021.

Director Nguyen abstained from voting on this item due to not being present at the April 12, 2021 Board Meeting.

5. Fiscal Year 2020-21 Second Quarter Budget Status Report

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

6. Agreement for Customer Information Center Services

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to:

- A. Approve the selection of Alta Resources Corp. as the firm to operate the Customer Information Center.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2698 between the Orange County Transportation Authority and Alta Resources Corp., in the amount of \$2,980,440, for a three-year initial term, effective July 1, 2021 through June 30, 2024, with two, two-year option terms.

7. State Legislative Status Report

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to adopt a SUPPORT position on SB 339 (Wiener, D-San Francisco), which would extend the operation of the Road User Charge Technical Advisory Committee and create a pilot program to test the collection of revenue for a road charge program.

8. Federal Legislative Status Report

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

9. Sole Source Agreement for Transmission Dynamometer Upgrade

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to authorize the Chief Executive Officer to negotiate and execute sole source Purchase Order No. A46961 between the Orange County Transportation Authority and Power Test, Inc., in the amount of \$68,540, for the upgrade of the current transmission dynamometer control panel.

10. Amendment to Agreement for Public Outreach Services for the OC Streetcar Project

A motion was made by Vice Chairman Murphy, seconded by Director Sarmiento, and following a roll call vote, declared passed 15-1, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-6-1526 between the Orange County Transportation Authority and Katz & Associates, Inc., to exercise the one-year option term for continued public outreach services in the amount of \$465,634. This will increase the maximum obligation of the agreement to a total contract value of \$1,790,102.

Director Wagner voted in opposition.

Regular Calendar

11. Fiscal Year 2020-21 Proposed Comprehensive Business Plan

Sean Murdock, Director Finance and Administration, presented a PowerPoint presentation.

11. (Continued)

A discussion ensued regarding:

- Paratransit trip growth returning to 80 percent.
- Assumption of overall ridership.
- Growth in the cost to operate paratransit service.
- Ability to provide the service long term.
- Projection of Measure M2 when first implemented.
- Original Measure M2 forecast estimated to support the program at \$24.3 billion.
- OCTA will be able to fund all of the projects going forward.
- Debt ratio coverage.

A motion was made by Director Hennessey, seconded by Director Bartlett, and following a roll call vote, declared passed 15-0, to approve the Fiscal Year 2020-21 Proposed Comprehensive Business Plan.

12. Agreement for Public Communications and Community Outreach Consultant Services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5

Chris Boucly, Section Manager, III of Public Outreach, provided a verbal report on this item.

A motion was made by Director Hennessey, seconded by Director Bartlett, and following a roll call vote, declared passed 15-1, to:

- A. Approve the selection of Costin Public Outreach Group, as the firm to provide public outreach consulting services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2104 between the Orange County Transportation Authority and Costin Public Outreach Group, in the amount of \$1,684,990 for a five-year initial term, effective through September 30, 2025, with an option term of up to 36 months, to provide public outreach consulting services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5.

Director Wagner voted in opposition.

13. OC Streetcar Project Quarterly Update

James G. Beil, Executive Director of Capital Programs, Cleve Cleveland, Department Manager of OC Streetcar Operations, and Tresa Oliveri, Principal Community Relations Specialist, provided a PowerPoint presentation.

Director Foley inquired about the infrastructure funding from the federal government.

Mr. Johnson, CEO, responded that the American Rescue Plan Act of 2021 did include about \$9 million of additional funds for this project.

OCTA is working with the Federal Transit Administration (FTA) to access the funds appropriately. As it relates to the streetcar, there is a full funding grant agreement, which is essentially a contract with the federal government on the scope, schedule, and budget entered into in the fall of 2018. OCTA is discussing modifications to that with the FTA at this point.

Director Foley requested that OCTA staff help her prepare a letter of support from her office to support infrastructure bills making their way through Congress.

Mr. Johnson responded that OCTA has not taken a position on the infrastructure bill. If OCTA does take a position, staff will prepare a letter for the Chairman to sign. However, if Director Foley wants to do something individually in her role as a Supervisor, OCTA staff would be happy to provide information about the infrastructure bill.

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

14. Interstate 405 Improvement Project Update

Jeff Mills, Senior Program Manager, and Chris Boucly, Section Manager II, External Affairs, provided a PowerPoint presentation.

Director Foley thanked the staff for the excellent report. She requested a briefing with regards to supporting the residents near the Fairview bridge. There is a concern regarding no sound wall mitigation in that area.

Mr. Mills responded that staff can provide a briefing to Director Foley and discuss some of the concerns from the residents near the Fairview bridge.

Director Foley requested that staff email her some photos of the aesthetics from the different bridges to be used for social media posts.

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

Discussion Items

15. Public Comments

The DCOB stated that the COB Department received a public comment on April 21 from Craig A. Durfey. The Board was emailed the comment on April 26. The comment will be retained as part of the record for today's Board meeting.

16. Chief Executive Officer's Report

Mr. Johnson, CEO, reported on the following:

April Employees of the Month Recognition –

- The Operations Employee of the Month is Arturo Corona.
 - Arturo is a coach operator at the Garden Grove base who started his driving career with OCTA in September 1999.
 - In September of last year, Arturo achieved an impressive 20 years of safe driving.
- The Maintenance Employee of the Month is Raul Bustamante.
 - Raul joined OCTA in February 2020 and is a member of the Santa Ana base.
 - Raul consistently services an average of 18 buses per night, exceeding our standard 16-bus requirement.
- The Administrative Employee of the Month is Marie Latino.
 - Marie has worked for OCTA for more than 30 years and is currently a Maintenance Resource Manager.
 - Marie recently completed a review of OCTA's hardware usage and acquisition process.
 - Through improvements and collaboration, she was able to realize a year-over-year cost savings of nearly \$40,000.
- OCTA's April Employees of the Month were congratulated.

One Millionth Face Covering -

- OCTA prioritized public health and safety during the pandemic, including installing plexiglass driver shields and hand sanitizer, and face-covering dispensers on all OCTA buses.
- OCTA reached a significant milestone this month when OCTA distributed the one-millionth free face covering.
- Mr. Johnson thanked the Federal Transit Administration, which helped supply some of these masks, and noted reimbursement of the cost of the masks was made possible by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

16. (Continued)

- Mr. Johnson thanked all the OCTA staff involved in installing the dispensers and keeping them well stocked throughout the pandemic.
- OCTA is planning some press and social media to highlight this milestone and our passenger safety focus.

17. Directors' Reports

Director Shaw inquired if the Board has any plans for in-person meetings.

Chairman Do responded that the aim for the County and the CDC is for mass vaccination by July 1. The issue will be discussed at that time on the next steps.

Director Nguyen thanked Chairman Do and Vice Chairman Murphy for their support and trust as the newly appointed public member. He also wanted to honor past Director Greg Winterbottom, a faithful public servant who made a difference on this board. He also expressed his gratitude to CEO Johnson and Madam Clerk West for their warm welcome and excellent comprehensive new Board Member briefing. He is excited to hit the ground running and learn as much as possible about Orange County's transportation projects and initiatives, programs, and plans.

Directors Wagner and Foley welcomed Director Nguyen to the OCTA Board.

18. Closed Session

A Closed Session was held as follows:

Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - Craig Everhart v. Orange County Transportation Authority, OCSC Case No. 30-2020-01145813.

There was no report out.

19. Adjournment

The meeting adjourned at 10:55 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, May 10, 2021**, at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

ATTEST:

Gina Ramirez
Deputy Clerk of the Board

Andrew Do
Chairman



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Fiscal Year 2020-21 Internal Audit Plan, Third Quarter Update

Finance and Administration Committee Meeting of April 28, 2021

Present: Directors Foley, Harper, Hennessey, Hernandez, Jones, and Muller
Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2020-21 Internal Audit Plan, as an information item.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit Department

Subject: Fiscal Year 2020-21 Internal Audit Plan, Third Quarter Update

Overview

The Orange County Transportation Authority Board of Directors adopted the Orange County Transportation Authority Internal Audit Department Fiscal Year 2020-21 Internal Audit Plan on July 27, 2020. This report provides an update of activities for the third quarter of the fiscal year.

Recommendation

Receive and file the third quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2020-21 Internal Audit Plan, as an information item.

Background

The Internal Audit Department (Internal Audit) is an independent appraisal function, the purpose of which is to examine and evaluate the Orange County Transportation Authority's (OCTA) operations and activities to assist management in the discharge of its duties and responsibilities.

Internal Audit performs a wide range of auditing services that include overseeing the annual financial and compliance audits, conducting operational and contract compliance reviews, investigations, pre-award price reviews, and Buy America reviews. In addition, audits initiated by entities outside of OCTA are coordinated through Internal Audit.

Discussion

The OCTA Fiscal Year (FY) 2020-21 Internal Audit Plan (Plan) (Attachment A) reflects the status of each project.

During the third quarter of the FY, Internal Audit issued results of an audit of oversight and reporting controls related to the Comprehensive Transportation Funding Program. Based on the audit, oversight and reporting controls are adequate; however, one recommendation was made to ensure that all performance requirements of community-based transit circulator projects are incorporated into local agency agreements and monitored for compliance standards. Management agreed, and presented amended guidelines to the Board of Directors for approval, and indicated that cooperative agreements and monitoring procedures will be updated to ensure consistency and proper oversight.

Internal Audit also issued results of an audit of oversight controls and contract compliance related to the OC Streetcar project management contract. The audit found evidence of compliance, with procedures for project management oversight and reporting. In addition, invoices were generally paid in compliance with contract provisions, policies, and procedures; however, recommendations were made to recover identified double-billings, and to clarify requirements and improve controls over review of rates for consultant staff added to contracts. Management agreed and deducted double-billed costs from a recent invoice. Also, management agreed to amend contract language to be consistent with policy requirements and to implement additional controls.

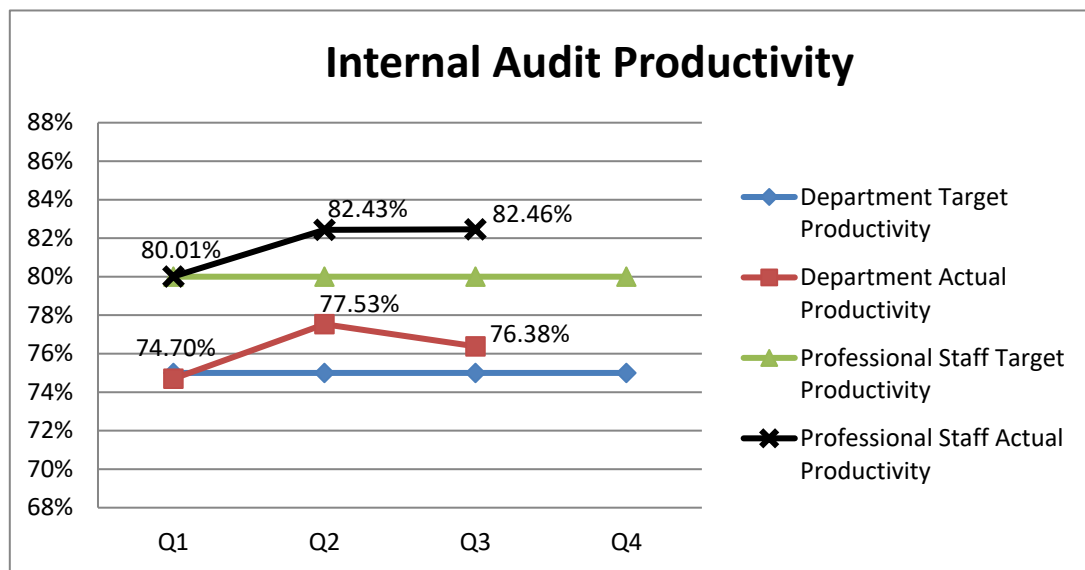
Eide Bailly LLP, an independent accounting firm, issued results of agreed-upon procedures (AUP) applied to Measure M2 (M2) maintenance of effort (MOE) expenditures by the City of Santa Ana under the Local Fair Share (LFS) program for the FY ended June 30, 2020. In addition, Crowe LLP, an independent accounting firm, issued results of AUPs applied to M2 LFS funds provided to seven cities, Senior Mobility Program (SMP) funds provided to six cities, and Senior Non-Emergency Medical Transportation (SNEMT) funds provided to the County of Orange for the FY ended June 30, 2020. LFS program reports included observations of ineligible MOE expenditures, misreporting of direct or indirect costs, misreporting of expenditures, and a funded project not reflected in the city's Seven-Year Capital Improvement Program plan. SMP reports include observations relating to late submission of a monthly report, third-party contracting, misreporting of expenditures, failure to allocate interest, and overcharge of administrative costs. The SNEMT report had no observations. Management responses were obtained in writing from the cities for all observations, and corrective actions will be monitored by OCTA staff.

The Department of Finance, Office of State Audits and Examinations, held an exit conference with OCTA staff in connection with their audit of four Proposition 1B-funded projects. Internal Audit will continue to provide assistance and coordination of the audit, and will report results when received.

Internal Audit Productivity

Internal Audit measures the productivity of the department by calculating a productivity ratio. The ratio, used broadly throughout the audit industry, measures the amount of time auditors spend on audit projects versus time spent on administrative duties. Productivity goals are established for both the professional staff and for the department. Because the executive director regularly participates in non-audit management activities such as planning and committee meetings, the department-wide target is set at 75 percent. The target for internal audit professional staff, not including the executive director, is 80 percent.

For the third quarter ended March 31, 2021, Internal Audit achieved productivity of 76 percent, and the professional staff achieved productivity of 82 percent.



Price Reviews

At the request of the Contracts Administration and Materials Management (CAMM) Department, and consistent with OCTA’s procurement policy, Internal Audit conducts reviews of single bid procurements to ensure that CAMM handled the procurement in a fair and competitive manner. Internal Audit also reviews prices proposed by architectural and engineering firms, and sole source contractors, to ensure that the prices are fair and reasonable. Internal Audit lists adjustments to rates where the proposed rates exceed rates calculated during the review. During the third quarter, Internal Audit issued results of eight price reviews.

Fraud Hotline

During the quarter ended March 31, 2021, Internal Audit received three reports through OCTA's Fraud Hotline, www.ethicspoint.com. Based on the nature of the complaints, two reports were referred to Bus Operations for follow-up, and one was referred to the 91 Express Lanes for follow-up. As part of the administration of the hotline, Internal Audit maintains documentation of each complaint and its disposition.

Internal Audit is committed to responding to all hotline complaints within eight business days. During the quarter ended March 31, 2021, Internal Audit made initial contact within two business days.

Findings and Recommendations Tracking

At the request of the Finance and Administration Committee, unresolved audit recommendations are included with the quarterly updates to the Plan as Attachment B. Internal Audit includes the findings and recommendations generated internally, as well as those provided by regulatory auditors and OCTA's independent financial statement auditors.

During the quarter ended March 31, 2021, Internal Audit completed follow-up reviews of three outstanding audit recommendations, and concluded that management had taken appropriate corrective actions (Attachment C). Three recommendations were added as a result of audits issued during the quarter, and one item was added related to recommendations made by OCTA's independent financial statement auditor in connection with their audits of jurisdictions receiving M2 funding.

Summary

Internal Audit will continue to implement the Plan, report on performance metrics, follow up on outstanding audit recommendations, and report progress on a quarterly basis.

Attachments

- A. Orange County Transportation Authority Fiscal Year 2020-21 Internal Audit Plan, Third Quarter Update
- B. Outstanding Audit Recommendations, Audit Reports Issued Through March 31, 2021
- C. Audit Recommendations Closed During Third Quarter, Fiscal Year 2020-21

Approved by:



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

**Orange County Transportation Authority
Fiscal Year 2020-21 Internal Audit Plan
Third Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours To Date	Under (Over)	Status (Date Issued)
Mandatory External Independent Audits							
Annual Financial Audits and Agreed-Upon (AUP) Procedures Reviews	FY21-001 through FY21-004	Coordinate and report on annual financial and AUP reviews for fiscal year 2019-20.	Financial	450	322.5	128	Issued
External Regulatory Audits	FY21-005	Coordinate and report on external audits by regulatory or funding agencies.	Compliance	60	62	(2)	In Process
Internal Audit Department Projects							
Risk Assessment and Annual Audit Plan	FY21-100	Preparation of the annual audit plan, quarterly updates to the audit plan, and periodic assessment of risk throughout the year, including monitoring the audit results of related entities.	Audit Plan and Updates	180	64	116	
Quality Assurance and Self-Assessment	FY21-101	Update of Internal Audit Policies & Procedures. Annual self assessment of the Internal Audit Department's (Internal Audit) compliance with Generally Accepted Government Auditing Standards.	Quality Assurance	160	99.5	61	Completed
Fraud Hotline Activities	FY21-102	Administrative duties related to maintenance of the Fraud Hotline and work related to investigations of reports of fraud, waste, or abuse.	Fraud Hotline	240	45	195	8 Reports
Automated Workpaper Solution	FY21-103	System updates/training related to automated workpaper solution.	Workpaper System	40	33	7	
Internal Audits							
Security and Emergency Preparedness							
Physical Access Security	FY21-5XX	Review and test controls in place to ensure physical access security at Orange County Transportation Authority (OCTA) locations.	Internal Control / Operational	240		240	
Clerk of the Board							
Form 700 Disclosures	FY21-5XX	Review and test controls in place related to coordination of Form 700 disclosures by designated employees.	Compliance	240	21.5	219	In Process

**Orange County Transportation Authority
Fiscal Year 2020-21 Internal Audit Plan
Third Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours To Date	Under (Over)	Status (Date Issued)
Human Resources and Organizational Development							
Department of Motor Vehicles (DMV) Pull Notice Program	FY20-5XX	Assess controls and test operation of the DMV Pull Notice Program.	Internal Control/ Operational	240	233.5	7	In Process
Separations	FY21-501	Assess and test controls related to employee separations.	Operational	220	226.5	(7)	Complete 10-12-20
Capital Programs							
Interstate 5 (I-5) Project: State Route 55 (SR-55) to State Route 57 (SR-57)	FY20-510	Review of the I-5 Project: SR-55 to SR-57, including project administration, oversight controls, and contract compliance.	Internal Control / Compliance	60	57	3	Complete 7-29-20
OC Streetcar Project Management	FY21-503	Review of the OC Streetcar project management controls, including project administration, oversight controls, and contract compliance.	Internal Control / Compliance	320	399.5	(80)	Complete 2-11-21
Planning							
Comprehensive Transportation Funding Programs (CTFP): Oversight and Reporting	FY20-512	Review of OCTA monitoring and reporting controls over CTFP projects.	Internal Control	160	290.5	(131)	Complete 1-13-21
Operations							
Facilities Maintenance	FY21-507	Review of facilities maintenance function within Operations Division, including oversight controls and contract compliance.	Operational / Compliance	300	248.5	52	In Process
Bridgestone/Firestone Tire Lease and Services	FY21-506	Evaluate and test oversight controls and contract compliance related to the agreement with Bridgestone/Firestone for lease of tires and related services.	Internal Controls / Compliance	240	357	(117)	In Process
Finance and Accounting							
Treasury	FY21-502	Semi-annual review of investments: compliance, controls, and reporting.	Compliance	200	181.5	19	1 Report Issued
Banking Services - Bank of the West	FY20-507	Assess and test controls to ensure compliance with the agreement between OCTA and Bank of the West for banking services.	Compliance	100	192.5	(93)	Complete 10-21-20

**Orange County Transportation Authority
Fiscal Year 2020-21 Internal Audit Plan
Third Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours To Date	Under (Over)	Status (Date Issued)
Contract Administration and Materials Management (CAMM)							
Price Reviews	PR21-XXX	As requested by the CAMM Department, apply AUP to sole source, single bid, and architectural and engineering firm proposals.	Price Review	800	922	(122)	23 Reports Issued
Buy America	PR21-XXX	As requested by the CAMM Department, apply AUP to determine compliance with Buy America requirements.	Buy America	180	122	58	2 Reports Issued
Unscheduled Reviews and Special Requests							
Unscheduled Reviews and Special Requests	FY21-800	Time allowed for unplanned audits and requests from the Board of Directors (Board) or management.	Varies	240	77.5	163	1 Report Issued
Monitoring Activities							
Measure M Taxpayer Oversight Committee (TOC)	FY21-601	Coordination of audit activities on behalf of the Audit Subcommittee of the TOC.	Administrative Support	60	34	26	
Metrolink Audit Activities	FY21-602	Obtain and review audit results of Metrolink activities	Non-Audit Service	20	48	(28)	
Capital Asset Inventory Observation	FY20-603	At the request of the Finance and Administration Department, observe and apply limited procedures related to the bi-annual capital asset inventory counts.	Non-Audit Service	80	86	(6)	Complete
Bus Base Inspections	FY20-604	At the request of the Transit Division, participation on annual base inspection teams.	Non-Audit Service	40	23	17	Complete
Follow-Up Reviews							
Follow-Up Reviews and Reporting	FY21-700	Follow-up on the status of management's implementation of audit recommendations.	Follow-Up	280	117.5	163	
Total Audit Project Planned Hours (A)				5,150	4,264	886	

**Orange County Transportation Authority
Fiscal Year 2020-21 Internal Audit Plan
Third Quarter Update**

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours	Staff Hours To Date	Under (Over)	Status (Date Issued)
Internal Audit Administration							
Board and Committee Meetings				180	127	53	
Executive Steering and Agenda Setting Meetings				180	114.5	66	
Internal Audit Staff Meetings				150	85.5	65	
Other Administration				1,250	987	263	
Total Hours (B)				6,910	5,578	1,332	
Department Target Efficiency (A/B)				75%	76%		75%
Target Efficiency - Professional Staff				80%	82%		80%

**Outstanding Audit Recommendations
Audit Reports Issued through March 31, 2021**

Audit Issue Date	Report Number	Division/ Department/ Agency	Audit Name	Recommendation	Initiate Next Update	Management Response and Status	Internal Audit Status
10/12/20	21-501	Human Resources and Organizational Development (HROD)	Employee Separations	The Internal Audit Department (Internal Audit) recommended that the employee off-boarding process be improved and streamlined, with resumption of suspended efforts to automate the employee exit processing form.	Apr-21	Management responded that they would work with other departments to resume efforts to convert the employee exit processing form into an electronic form.	Initiated
10/12/20	21-501	HROD	Employee Separations	Internal Audit recommended that stale account reviews be performed quarterly to ensure that accounts associated with separated employees have been disabled or deleted.	Apr-21	Management agreed to perform these reviews timely, and also noted that they are working to make the process more efficient.	Initiated
10/12/20	21-501	HROD	Employee Separations	Internal Audit recommended that invitations to participate in employee exit surveys be documented and that a procedure be developed to analyze and communicate exit survey results to management.	Apr-21	Management agreed, noting that written procedures will be developed to cover the employee exit survey process and communication of the results.	Initiated
10/21/20	20-507	Finance and Administration (F&A)	Audit of Banking Services and Agreement with Bank of the West (BofW)	Internal Audit recommended that management develop procedures to document the monthly and annual review processes for the BofW statements and fees.	Apr-21	Management agreed and stated they would develop a procedure to document the monthly and annual review processes, and include evidence of any investigations conducted.	
10/21/20	20-507	F&A	Audit of Banking Services and Agreement with BofW	Internal Audit recommended that management implement a procedure to ensure timely updates to the BofW signature card and explore options to further enhance the control environment related to cash withdrawals by authorized personnel.	Apr-21	Management agreed and indicated they would develop a procedure to ensure timely update of the BofW signature card, and would work with BofW to implement tools to further enhance controls over cash withdrawals, if available.	
2/11/21	21-503	Capital Programs and F&A	OC Streetcar Project Management	Internal Audit recommends that management reconcile the differences between the contract and policy requirements for establishing labor rates of staff being moved from labor classifications to named personnel. Additionally, controls should be developed to ensure compliance with these requirements.	Aug-21	CAMM will amend the language in the appropriate contract templates to ensure consistency with the policy, and make this change to affected agreements as they come up for amendments. Capital Programs will implement additional controls to ensure labor rate escalations for staff being moved from labor classifications to named personnel complies with both contract and policy requirements. Project manager's written approval of labor rates will now include the approved classification billing rate, obtained from the contract classification spreadsheet, as part of the justification memo for individuals added to the contract.	

**Outstanding Audit Recommendations
Audit Reports Issued through March 31, 2021**

Audit Issue Date	Report Number	Division/ Department/ Agency	Audit Name	Recommendation	Initiate Next Update	Management Response and Status	Internal Audit Status
11/16/2020	Not Applicable	F&A	Fiscal Year 2019-20 Management Letter	In connection with the audit of OCTA's financial statements, Crowe LLP issued a management letter identifying five control deficiencies related to accounting for contingencies, accounting for capital assets, classification of non-recurring revenue, accounts payable accruals, and review of the Service Organization Control report related to worker's compensation.	Nov-21	Management agreed with the recommendations and indicated that corrective actions will be taken.	
1/13/21	20-512	Planning	Comprehensive Transportation Funding Program (CTFP): Oversight and Reporting Controls	Internal Audit recommends management re evaluate Project V requirements and amend guidelines, cooperative agreements, and monitoring controls to ensure consistency and proper oversight.	Jul-21	Management agreed to amend Project V Guidelines to ensure that requirements in the guidelines are aligned with the type of community-based circulator services that have proven to be successful. Further, staff will amend the cooperative agreements to be consistent with the updated requirements. Staff will also include applicable customer satisfaction and on-time performance elements in the required regular reports, in order to oversee this requirement and confirm compliance.	
2/11/21	21-503	Capital Programs	Oversight Controls and Contract Compliance: OC Streetcar Project Management Consultant	Internal Audit recommends management recover identified double-billings of \$5,857.	Aug-21	Management agreed and indicated that \$5,857 would be deducted from the consultant's current invoice.	
2/11/21	21-503	F&A and Capital Programs	Oversight Controls and Contract Compliance: OC Streetcar Project Management Consultant	Internal Audit recommends that management reconcile differences between the contract and procurement policy requirements for establishing labor rates of staff being moved from labor classifications to named personnel. Additionally, controls should be developed to ensure compliance with these requirements.	Aug-21	Management agreed and indicated they will amend language in the appropriate templates, to ensure consistency with policy. Additionally, clarifying changes will be made to the affected agreements as they come up for amendments. In addition, project manager written approval will be required when proposed labor rates of staff being moved to named personnel exceed the contract escalation. Project managers will also implement additional controls to ensure labor rates of staff being moved to name personnel comply with contract and policy requirements.	

**Outstanding Audit Recommendations
Audit Reports Issued through March 31, 2021**

Audit Issue Date	Report Number	Division/ Department/ Agency	Audit Name	Recommendation	Initiate Next Update	Management Response and Status	Internal Audit Status
3/24/21	Not Applicable	F&A and Operations	Measure M2 Agreed Upon Procedures: Selected Agencies	In connection with the Local Fair Share program, auditors made observations of ineligible maintenance of effort expenditures, misreporting of direct or indirect costs, misreporting of expenditures, and a funded project not reflected in the city's Seven-Year Capital Improvement Program plan. Senior Mobility Program audits include observations relating to late submission of a monthly report, third-party contracting, misreporting of expenditures, failure to allocate interest, and overcharge of administrative costs.	Mar-21	City management responded to the observations and OCTA staff will monitor implementation of corrective actions proposed.	

**Audit Recommendations Closed During
Third Quarter, Fiscal Year 2020-21**

Audit Issue Date	Report Number	Division/ Department/ Agency	Audit Name	Recommendation	Internal Audit Status Comments
10/31/19	19-508	Capital Programs and Finance and Administration (F&A)	Oversight Controls and Contract Compliance Related to the Orange Transportation Center Parking Structure Project	The Internal Audit Department (Internal Audit) recommends that prime and sub-consultants be required to have an adequate labor timekeeping system. Management should remind consultants of the need to request amendments to add staff, labor rates, and other direct costs in a timely fashion.	Contracts Administration and Materials Management (CAMM) staff have added language to the Request for Proposal template that requires consultants to maintain an appropriate timekeeping system that identifies labor hours expended by project. Also, CAMM reminds consultants of the need to request amendments to add staff, labor rates, and other direct costs in a timely manner, at project kick-off meetings.
2/18/20	20-501	F&A	Patch Management Program (PMP)	The auditors offered one recommendation to expand the PMP to address all other operating systems hardware, software, and peripherals, and to incorporate all devices into the PMP. The auditors also offered four recommendations to further enhance the PMP by formalizing plans to address patch vulnerabilities, removing obsolete operating systems and software from the network, restricting users from installing unauthorized software, and developing test scripts to ensure system functionality after implementation of a patch.	Information Systems (IS) staff have expanded OCTA's PMP to include hardware and software originally not included in the PMP. Processes and plans have been updated to address patch vulnerabilities, remove obsolete systems and software from the network, and restrict users from installing unauthorized software. Finally, IS developed quality assurance documents to test mission critical systems after updates to ensure system functionality.
7/29/20	20-510	Capital Programs	Interstate 5 Project: State Route 55 to State Route 57	Internal Audit recommends that management add a step to review labor rate escalation in its invoice review checklist. Internal Audit also recommends that management require cost documentation for other direct costs (ODC) invoiced and request the consultant to bill all first-tier sub-consultants based on their contract rate schedules.	Management has added a labor escalation rate step to the invoice review checklist and recovered labor over-billings. Management has also stopped billing first-tier sub-consultants as second-tier sub-consultants or ODC. Management is now requiring cost documentation for all ODC other than vehicles.



**MATERIALS WILL BE PROVIDED UNDER
SEPARATE COVER PRIOR TO THE
May 10, 2021
BOARD OF DIRECTORS MEETING.**



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Amendment to the 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C 5 3828 between the Orange County Transportation Authority and Riverside County Transportation Commission, in the amount of \$931,300, for the reimbursement of shared operational expenses through June 30, 2022.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to the 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement

Overview

The 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement prescribes the cost sharing and funding transfers between the two agencies for the operation of the 91 Express Lanes. An amendment is necessary to allow for the reimbursement of shared operating costs incurred by the Riverside County Transportation Commission for the period July 1, 2021 through June 30, 2022.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3828 between the Orange County Transportation Authority and Riverside County Transportation Commission, in the amount of \$931,300, for the reimbursement of shared operational expenses through June 30, 2022.

Discussion

In order to facilitate cost sharing and the exchange of funds between the two agencies, the 91 Express Lanes Riverside County Transportation Commission (RCTC)/ Orange County Transportation Authority (OCTA) Facility Agreement (ROFA) was executed in November 2015. This agreement prescribes the cost sharing responsibilities and funding transfers between the two agencies for costs incurred for the rent and any shared operational expenses in relation to the 91 Express Lanes. As an example, RCTC contracts with a vendor for the procurement of transponders which are to be provided to the 91 Express Lanes' account holders. Under the ROFA arrangement, OCTA reimburses RCTC for half of the purchase cost. Conversely, since OCTA is the lessee of the 91 Express

**Amendment to the 91 Express Lanes Riverside County Page 2
Transportation Commission/Orange County Transportation
Authority Facility Agreement**

Lanes administrative office in the City of Anaheim, RCTC reimburses OCTA for half of the rent.

Under the terms of the ROFA, both agencies are required to establish an annual budget for anticipated operating costs during the fiscal year. Staff from both agencies have identified the shared operational expenses and have assigned responsibility for the administration and payment of these expenses. An amendment to the ROFA is required in the amount of \$931,300, in order to reimburse RCTC for joint operating costs incurred by RCTC through June 30, 2022.

Funding for Amendment No. 6 to Agreement No. C-5-3828 is included in OCTA's proposed Fiscal Year 2021-22 Budget, 91 Express Lanes Account.

Summary

Staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C-5-3828 between OCTA and RCTC, in the amount of \$931,300, for the reimbursement of shared operational expenses through June 30, 2022.

**Amendment to the 91 Express Lanes Riverside County Page 3
Transportation Commission/Orange County Transportation
Authority Facility Agreement**

Attachments

- A. Riverside County Transportation Commission – Orange County Transportation Authority Facility Agreement No. C-5-3828 Fact Sheet
- B. Draft Amendment No. 6 to 91 Express Lanes RCTC-OCTA Facility Agreement (“ROFA”)

Prepared by:



Kirk Avila
General Manager
Express Lanes Programs
(714) 560-5674



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

**Riverside County Transportation Commission –
Orange County Transportation Authority Facility
Agreement No. C-5-3828 Fact Sheet**

1. September 28, 2015, \$515,793, approved by Board of Directors (Board).
 - Authorized payment to the Riverside County Transportation Commission (RCTC) for reimbursement of tenant improvements for the 91 Express Lanes Anaheim Office.
 - Authorized Facility Agreement with RCTC pertaining to funding exchanges for rent, leasehold improvements, and any shared improvements implemented by the Orange County Transportation Authority and RCTC.
2. October 26, 2016, Amendment No. 1 to Agreement No. C-5-3828, \$0.00, approved by Contracts Administration and Materials Management.
 - Amendment set forth terms pertaining to the construction of tenant improvements to, and the payment of rent for, the Customer Service Center in conjunction with operation of the RCTC 91 Express Lanes.
3. March 27, 2017, Amendment No. 2 to Agreement No. C-5-3828, \$431,308, approved by the Board.
 - Amendment for the reimbursement of shared operational expenses for the 91 Express Lanes through June 30, 2018.
4. June 25, 2018, Amendment No. 3 to Agreement No. C-5-3828, \$2,078,750, approved by the Board.
 - Amendment for the reimbursement of shared operational expenses for the 91 Express Lanes through June 30, 2019.
5. May 24, 2019, Amendment No. 4 to Agreement No. C-5-3828, \$917,000, approved by the Board.
 - Amendment for the reimbursement of shared operational expenses for the 91 Express Lanes through June 30, 2020.
6. May 22, 2020, Amendment No. 5 to Agreement No. C-5-3828, \$1,130,500, approved by the Board.
 - Amendment for the reimbursement of shared operational expenses for the 91 Express Lanes through June 30, 2021.
7. May 10, 2021, Amendment No. 6 to Agreement No. C-5-3828, \$931,300, pending Board approval.

- Amendment for the reimbursement of shared operational expenses for the 91 Express Lanes through June 30, 2022.

Total committed to Agreement No. C-5-3828: \$6,004,651.

**DRAFT AMENDMENT NO. 6
TO 91 EXPRESS LANES
RCTC- OCTA FACILITY AGREEMENT
("ROFA")**

This Amendment No. 6 to 91 Express Lanes RCTC-OCTA Facility Agreement (Identified as RCTC Agreement No. 16-31-025-00 and OCTA Agreement No. C-5-3828) ("Amendment No. 6") is made and entered into this _____ day of _____ 2021 by and between the Riverside County Transportation Commission ("RCTC") and the Orange County Transportation Authority ("OCTA"). RCTC and OCTA are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals

A. The Parties previously entered into that certain Cooperative Agreement for State Route 91 Express Lanes and Corridor Improvements, dated December 16, 2011 ("Cooperative Agreement"), which, among other things, anticipated the sharing of certain joint operating costs incurred in conjunction with the coordinated operation of the OCTA 91 Express Lanes and the RCTC 91 Express Lanes.

B. The Parties previously entered into that certain RCTC-OCTA Facility Agreement ("ROFA"), dated November 4, 2015, for implementation of certain portions of the Cooperative Agreement pertaining to the lease, expansion, and joint use of the Toll Related Facilities. The ROFA sets forth the rights and obligations of the Parties related to the lease, expansion, and joint use of the Toll Operations Center, as that term is defined in the ROFA. Section 5 of the ROFA addresses the payment of rent and other costs for the Toll Operations Center. Section 8 of the ROFA provides that the terms for implementation of the Cooperative Agreement with respect to Third Party Vendor Agreements (as that term is defined in the ROFA) and payments will be addressed in an amendment to the ROFA to be entered into at such time as the Parties have sufficient information to negotiate such terms, as those terms are defined in the ROFA.

C. Pursuant to Section 8, the Parties previously entered into that Amendment No. 1 to the ROFA, dated October 26, 2016, which added Exhibit "B" entitled "ROFA Addendum for CSC Build-Out" to address the build-out of the Customer Service Center and CSC lease payments.

D. Pursuant to Section 8, the Parties previously entered into that Amendment No. 2 to the ROFA, dated April 11, 2017, which added Addendum 1 entitled "ROFA Addendum for Funding and Payment of Certain Joint Operating Costs" (i) to identify certain third party vendor agreements entered into by OCTA or RCTC, respectively, related to operation of the 91 Express Lanes ("Third Party Vendor Agreements"), (ii) to identify certain purchases administered by one Party and to be jointly funded by the other Party, (iii) to provide for the allocation of funding by each Party to reimburse the other Party for its share of costs incurred under such Third Party Vendor Agreements and for such purchases, and (iv) for OCTA to allocate funding to reimburse RCTC for payment of certain future costs related to third party contracts and purchases administered by Cofiroute, USA LLC ("Cofiroute") and not funded under that certain three party

AGREEMENT NO. C-5-3828

operating agreement entered into by OCTA, RCTC and Cofiroute, dated as of May 24, 2013, as amended (“ORCOA”). Addendum No. 1 as added by Amendment No. 2 to the ROFA only addressed the funding and payment of joint operating costs and third party contract costs incurred through June 30, 2018.

E. Pursuant to Section 8, the Parties previously entered into that Amendment No. 3 to the ROFA, dated August 13, 2018, which updated Addendum No. 1 to set forth terms pertaining to the allocation of funding and payment by each Party for costs incurred by the other Party under Third Party Vendor Agreements and for Rent associated with the Toll Operations Center and Customer Service Center, and for certain costs incurred by RCTC for third party contracts and purchases administered by Cofiroute for operation of the 91 Express Lanes, and not funded under the ORCOA, for the period from July 1, 2018 through June 30, 2019. At the time the Parties entered into Amendment No. 3, the Parties contemplated relocating the Customer Service Center to a new location, and Addendum No. 1 attached to Amendment No. 3 only set forth the estimated Rent under the CSC Lease, as provided pursuant to Exhibit “B” to the ROFA, through March 31, 2019.

F. The Customer Service Center was subsequently relocated from a building leased by OCTA located at 2275 Sampson Avenue in Corona, California, to a building owned by RCTC located at 301 Corporate Terrace in Corona, California, and the payment of rent and other expenses for the Customer Service Center is now governed by that certain “Standard Multi-Tenant Office Lease – Gross” between RCTC and OCTA, dated January 1, 2018. Therefore, the ROFA no longer governs the rights and obligations of the Parties with respect to the Customer Service Center.

G. Pursuant to Section 8, the Parties previously entered into that Amendment No. 4, dated October 9, 2019, which eliminated references to the Customer Service Center, repealed Exhibit “B”, and updated Addendum No. 1 to set forth terms pertaining to the allocation of funding and payment by each Party for costs incurred by the other Party under Third Party Vendor Agreements and for Rent associated with the Toll Operations Center, and for certain costs incurred by RCTC for third party contracts and purchases administered by Cofiroute for operation of the 91 Express Lanes, and not funded under the ORCOA, for the period from July 1, 2019 through June 30, 2020.

H. Pursuant to Section 8, the Parties previously entered into that Amendment No. 5, dated August 11, 2020, which updated Addendum No. 1, pursuant to an attachment identified as Addendum No. 2, to set forth terms pertaining to the allocation of funding and payment by each Party for costs incurred by the other Party under Third Party Vendor Agreements and for Rent and other costs associated with the Toll Operations Center, and for certain costs incurred by RCTC for third party contracts and purchases administered by Cofiroute for operation of the 91 Express Lanes, and not funded under the ORCOA, for the period from July 1, 2020 through June 30, 2021.

I. The Parties now desire to enter into this Amendment No. 6 in order to update Addendum No. 1 to set forth terms pertaining to the allocation of funding and payment by each Party for costs incurred by the other Party under Third Party Vendor Agreements and for Rent and other costs associated with the Toll Operations Center, and for certain costs incurred by RCTC for third party contracts and purchases administered by Cofiroute for operation of the 91 Express Lanes, and not funded under the ORCOA, for the period from July 1, 2021 through June 30, 2022.

AGREEMENT NO. C-5-3828

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. **Amendment Replacing Addendum 2.** Effective July 1, 2021, ROFA Addendum 2 entitled “ROFA Addendum for Funding and Payment of Certain Joint Operating Costs” is hereby replaced in its entirety with the Addendum No. 3 attached hereto, which is incorporated herein by reference, setting forth terms pertaining to the allocation of funding and payment by each Party for costs incurred by the other Party under Third Party Vendor Agreements and for Rent associated with the Toll Operations Center, and for certain costs incurred by RCTC for third party contracts and purchases administered by Cofiroute for operation of the 91 Express Lanes, and not funded under the ORCOA, for the period from July 1, 2021 through June 30, 2022. The attached Addendum 3 replaces the document attached to Amendment No. 5 as Addendum 2.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 6, all provisions of the ROFA, as previously amended, shall remain unchanged and in full force and effect. Except as otherwise expressly stated, the incorporation of costs pertaining to Rent and other costs pertaining to the Toll Operations Center into Addendum No. 3 is not intended to amend or supersede other applicable provisions of the ROFA, as previously amended, pertaining to the rights and obligations of the Parties with respect to payment of such costs.

3. **Counterparts.** This Amendment No. 6 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURES TO
AMENDMENT NO. 6 TO
91 EXPRESS LANES RCTC-OCTA FACILITY AGREEMENT (“ROFA”)
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
ORANGE COUNTY TRANSPORTATION AUTHORITY**

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**ORANGE COUNTY
TRANSPORTATION
AUTHORITY**

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

APPROVED AS TO FORM:
WOODRUFF, SPRADLIN & SMART,
APC

By: _____
Counsel to the Riverside
County Transportation Commission

By: _____
General Counsel to Orange
County Transportation
Authority

Addendum 3

ROFA Addendum for Funding and Payment of Certain Joint Operating Costs

This ROFA Addendum for Funding and Payment of Certain Joint Operating Costs (hereafter “Addendum”) sets forth the respective rights and obligations of RCTC and OCTA, respectively, pertaining to the payment and reimbursement of certain costs incurred by the other Party under the identified Third Party Vendor Agreements and of certain purchases made by one Party to be jointly funded by the other Party, and to the allocation of funding by OCTA to reimburse RCTC for payment of certain third party contract costs and purchases administered by Cofiroute and not funded under the ORCOA. For budgeting and funding allocation purposes only, this Addendum No. 1 also incorporates the estimated costs for Rent under the TOC Lease and other costs for the TOC to be shared by the Parties pursuant to Section 5 of the ROFA.

1. **Defined Terms.** Capitalized terms used in this Addendum, including in the recitals to Amendment No. 6, and not otherwise defined herein shall have the meanings set forth in the Cooperative Agreement.

2. **Funding and Payment for Certain Joint Operating Costs.**

The Parties agree that there are certain joint operating costs for the Toll Related Facilities, as identified in Section 2.8.5 of the Cooperative Agreement, that will be incurred by one Party on behalf of the other Party, and by Cofiroute for the benefit of both Parties. Each Party agrees to reimburse the other Party for its share of the joint operating costs incurred from **July 1, 2021 through June 30, 2022** (the “Current Fiscal Year”) according to the Percentage Cost Split as follows:

A. **RCTC Payments to OCTA for Third Party Vendor Agreements or Purchases and for Leases Administered by OCTA.** RCTC hereby allocates \$957,500 for its share of joint operating costs incurred by OCTA during the Current Fiscal Year. The initial list of Third Party Vendor Agreements or purchases to be administered by OCTA, and jointly funded by RCTC, for the Current Fiscal Year is included in Exhibit “A” attached to this Addendum and incorporated herein by reference. OCTA agrees to obtain RCTC approval of any new or additional Third Party Vendor Agreements or purchases not listed in Exhibit “A”, and subject to cost sharing as set forth herein. Additions and changes to Exhibit “A” may be approved in writing by RCTC’s Executive Director, or designee, without an amendment to this Addendum provided that the total costs to be shared by RCTC do not exceed the amount set forth in this paragraph. OCTA shall invoice RCTC monthly for the joint operating costs identified in Exhibit “A”, and RCTC shall reimburse all approved costs within 30 days of receipt of an invoice from OCTA. For budgeting and funding allocation purposes only, Exhibit “A” includes RCTC’s estimated proportionate share of costs for Rent, furniture and improvements for the Current Fiscal Year under the TOC Lease. The Parties acknowledge and agree that this estimate is subject to change based on changes in the amount of estimated CAM

AGREEMENT NO. C-5-3828

Expenses and other unforeseen expenses, and that RCTC's obligations for payment of its proportionate share of Rent and related late fees and other costs under the TOC Lease shall remain subject to Section 5 of the ROFA.

- B. OCTA Payments to RCTC for Third Party Vendor Agreements or Purchases Administered by RCTC.** OCTA hereby allocates \$898,800 for its share of joint operating costs incurred by RCTC during the Current Fiscal Year. The initial list of Third Party Vendor Agreements or purchases to be administered by RCTC, and jointly funded by OCTA, for the Current Fiscal Year is included in Exhibit "B" attached to this Addendum and incorporated herein by reference. RCTC agrees to obtain OCTA approval of any new or additional Third Party Vendor Agreements or purchases not listed in Exhibit "B", and subject to cost sharing as set forth herein. Additions and changes to Exhibit "B" may be approved in writing by OCTA's Chief Executive Officer, or designee, without an amendment to this Addendum provided that the total costs to be shared by OCTA do not exceed the amount set forth in this paragraph. RCTC shall invoice OCTA monthly for the joint operating costs identified in Exhibit "B", and OCTA shall reimburse all approved costs within 30 days of receipt of an invoice from RCTC.
- C. OCTA Reimbursement to RCTC for Third Party Contracts and Purchases Up to \$50,000 Initiated by Cofiroute in the name of the 91 Express Lanes and Initially Paid by RCTC.** OCTA hereby allocates \$32,500 for its share of costs for third party contracts and purchases up to \$50,000 made in the name of the 91 Express Lanes, initiated by Cofiroute and not funded under the ORCOA, for the Current Fiscal Year. The initial list of such third party contracts and purchases to be initiated by Cofiroute in the name of the 91 Express Lanes and jointly funded by the Parties for the Current Fiscal Year is included in Exhibit "C" attached to this Addendum and incorporated herein by reference. RCTC and OCTA shall each approve, in advance, any procurements to be made by Cofiroute and jointly funded in accordance with this paragraph. Additions and changes to Exhibit "C" may be approved in writing by RCTC's Executive Director and OCTA's Chief Executive Officer, or their designees, without an amendment to this Addendum. RCTC shall pay the full invoiced amount directly to the third party contractor or vendor for approved jointly funded procurements as described herein, and shall invoice OCTA monthly for OCTA's share of such costs, which share shall be based on the Percentage Cost Split. OCTA shall reimburse RCTC for all approved costs within 30 days of receipt of an invoice.
- 2. Annual Cost Allocation.** The Parties agree to establish the annual fiscal year amounts for the funding and payment of joint operating costs as described herein by January 15 of each year.
- 3. Processing of Funding and Payment of Joint Operating Costs.** The Parties agree to work together to establish administrative procedures for the processing of joint operating costs as described in this Addendum.

EXHIBIT A

CONTRACTS/PURCHASES ADMINISTERED BY OCTA

**OCTA Administered Costs
July 1, 2021 to June 30, 2022**

Description	Total Shared Costs	Shared Amount (RCTC Share)
Trademark Counsel	6,000	3,000
Credit Card Processing Fee	525,000	262,500
Armor Car Services	4,000	2,000
91 Express Lanes Telecommunications Expense	25,000	12,500
Printing of Customer Notification Materials	50,000	25,000
Bank Service Charge	25,000	12,500
Other Miscellaneous Expenses	5,000	2,500
Marketing	100,000	50,000
SR-91 Implementation Plan	70,000	35,000
Lease ¹	440,000	220,000
Toll Operations Consulting Services	500,000	250,000
Roadway Closures	30,000	30,000
Collection Services	5,000	2,500
Furniture	50,000	25,000
Leasehold Improvement	50,000	25,000
Total	1,885,000	957,500

¹ Represents estimated Rent under TOC Lease through June 30. This estimate is subject to change based on changes in the amount of estimated CAM Expenses and other unforeseen expenses. Section 5 of the ROFA governs RCTC's obligations for payment of its proportionate share of Rent and related late fees under the TOC Lease.

EXHIBIT B

CONTRACTS/PURCHASES ADMINISTERED BY RCTC

**RCTC Administered Costs
July 1, 2021 to June 30, 2022**

Description	Total Shared Costs	Shared Amount (OCTA Share)
Traffic Operations Center System Maintenance	125,000	62,500
Variable Message Signs Support and Maintenance	29,800	16,300
Toll Operations Consulting Services	1,200,000	600,000
Transponders	150,000	75,000
Utilities	30,000	15,000
Roadway Closures	30,000	30,000
Furniture, Fixtures, Equipment	50,000	25,000
Leasehold Improvements	50,000	25,000
Marketing	100,000	50,000
Total	1,764,800	898,800

EXHIBIT C

CONTRACTS/PURCHASES ADMINISTERED BY COFIROUTE

**Cofiroute Administered Costs
July 1, 2021 to June 30, 2022**

Description	Total Shared Costs	Shared Amount
Miscellaneous Expenses	10,000	5,000
Credit Card Processing Fees	50,000	25,000
Collection Services	5,000	2,500
Total	65,000	32,500



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Amendment to Cooperative Agreement with the Anaheim Transportation Network for Public Transit Services

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-7-1760 between the Orange County Transportation Authority and the Anaheim Transportation Network, in the amount of \$3,504,231, to provide Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021 funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$10,064,093.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Cooperative Agreement with the Anaheim Transportation Network for Public Transit Services

Overview

On August 28, 2017, the Orange County Transportation Authority Board of Directors approved a cooperative agreement with the Anaheim Transportation Network for the continued operation of public transit services. Board of Directors' approval is requested to amend the cooperative agreement to provide the Anaheim Transportation Network with additional funds from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-7-1760 between the Orange County Transportation Authority and the Anaheim Transportation Network, in the amount of \$3,504,231, to provide Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021 funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$10,064,093.

Background

The Anaheim Transportation Network (ATN) provides transportation services that generate federal funding. As a result, ATN is an eligible subrecipient of funding from the Federal Transit Administration (FTA) Section 5307 Urbanized Area and FTA Section 5339 Bus and Bus Facilities Programs. The Orange County Transportation Authority (OCTA), as the direct grant recipient, has the option to utilize the additional funds for OCTA-related transportation services or to provide the additional funds to ATN to support the transportation services they provide.

Amendment to Cooperative Agreement with the Anaheim Page 2 Transportation Network for Public Transit Services

On August 28, 2017, the OCTA Board of Directors (Board) approved a cooperative agreement for the pass through of funds to ATN for fiscal year (FY) 2016-17 through FY 2020-21.

On December 27, 2020, the United States Senate signed the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) in response to the coronavirus (COVID-19) pandemic, and on March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was also signed into law. The Southern California Association of Governments (SCAG) is responsible for calculating the amount of federal funds assigned to each entity in the region, which includes Los Angeles, Orange, San Bernardino, Riverside, and Ventura. The final apportionment for CRRSAA and ARP funds was received by OCTA on March 23, 2021. CRRSAA provided OCTA with \$43,097,849, while ARP provided \$186,267,138. Combined, CRRSAA and ARP provide OCTA with an additional \$229 million of federal funding for economic relief caused by the COVID-19 pandemic. OCTA determined that ATN, as a subrecipient, was eligible to receive a total of \$3,504,231 in additional economic relief funding.

Discussion

OCTA's current agreement with ATN requires an amendment to accommodate the increased funding available to ATN from CRRSAA and ARP. OCTA calculated the amount of CRRSAA funding available to ATN to be \$705,344, and ARP funding to be \$2,798,887, utilizing the existing methodology used to determine ATN's share of the annual apportionment of FTA Section 5307 funds.

The amount ATN is to receive of CRRSAA and ARP funds exceeds the maximum obligation in the existing cooperative agreement. This request will increase the maximum cumulative obligation from \$6,559,862 to \$10,064,093, to accommodate the pass through of additional funds.

Fiscal Impact

There is no financial impact to OCTA. ATN will be a subrecipient of the federal funds and OCTA will work with ATN to facilitate the drawdown of the funds.

**Amendment to Cooperative Agreement with the Anaheim Page 3
Transportation Network for Public Transit Services**

Summary

Staff requests Board approval to authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-7-1760 between OCTA and ATN, in the amount of \$3,504,231, to provide federal funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$10,064,093.

Attachment

- A. Anaheim Transportation Network Cooperative Agreement No. C-7-1760 Fact Sheet

Prepared by:



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

Approved by:



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



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

**Anaheim Transportation Network
Cooperative Agreement No. C-7-1760
Fact Sheet**

1. August 28, 2017, Cooperative Agreement No. C-7-1760, \$4,205,060, approved by the Board of Directors (Board).
 - Anaheim Transportation Network (ATN), funding agreement for public transit services funded with unrestricted local funds in exchange for state and federal funds.
 - Effective August 27, 2017 through June 30, 2022.
2. July 13, 2020, Amendment No. 1 to Cooperative Agreement No. C-7-1760, \$2,354,802, approved by the Board.
 - Amendment provided for the pass through of funds in the amount equal to ATN's share of Coronavirus Aid, Relief, and Economic Security Act funds.
3. May 10, 2021, Amendment No. 2 to Cooperative Agreement No. C-7-1760, \$3,504,231, pending approval by the Board.

Total commitment to ATN, Agreement No. C-7-1760: \$10,064,093.



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Amendment to Cooperative Agreement with the City of Laguna Beach for Public Transit Services

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-8-1679 between the Orange County Transportation Authority and the City of Laguna Beach, in the amount of \$430,821, for the pass through of American Rescue Plan Act funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$3,630,202.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Cooperative Agreement with the City of Laguna Beach for Public Transit Services

Overview

On June 11, 2018, the Orange County Transportation Authority Board of Directors approved a cooperative agreement with the City of Laguna Beach for the continued operation of public transit services. Board of Directors' approval is requested to amend the cooperative agreement to provide the City of Laguna Beach with additional funds from the American Rescue Plan Act of 2021.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-8-1679 between the Orange County Transportation Authority and the City of Laguna Beach, in the amount of \$430,821, for the pass through of American Rescue Plan Act funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$3,630,202.

Background

The City of Laguna Beach (City) and its municipally-owned Laguna Beach Municipal Transit Lines (LBMTL) are eligible to receive funding from the Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Program Funds, FTA Section 5339 Bus and Bus Facilities Program funds, State Transit Assistance funds, State of Good Repair funds provided through SB 1 (Chapter 5, Statutes of 2017), and Cap and Trade funds.

Based on the transportation services provided by LBMTL, additional federal grant funding is generated that can be utilized to support transportation services within Orange County. The Orange County Transportation Authority (OCTA), as the direct grant recipient, has the option to utilize the additional funds directly for

OCTA-related transportation services or to provide the additional funds to the City to support the services provided by LBMTL.

OCTA has historically utilized federal and state funds for OCTA-related projects and provided an equivalent amount of unrestricted local funds to the City to support the transportation services provided by the LBMTL. The amount of state funds can vary from year to year as funding program levels are determined by the state legislature as part of the annual state budget process. Federal funds are apportioned based on the service levels reported by the transit operators to the National Transit Database system and remain reasonably consistent with the funding levels identified in the long-term federal legislation. On June 11, 2018, the OCTA Board of Directors (Board) approved a cooperative agreement for the pass through of unrestricted local funds to the City for fiscal year (FY) 2018-19 through FY 2022-23.

On March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law in response to the coronavirus (COVID-19) pandemic. The ARP provided OCTA with \$186,267,138 for economic relief caused by the pandemic. OCTA determined that the City, as a subrecipient, is eligible to receive a total of \$430,821 in additional economic relief funding.

Discussion

OCTA's current agreement with the City requires an amendment to accommodate the increased funding available from the ARP. OCTA calculated the amount of ARP funding available for the City to be \$430,821, utilizing the existing methodology used to determine the City's share of the annual apportionment of FTA Section 5307 funds.

The amount the City is to receive of ARP funds exceeds the maximum obligation in the existing cooperative agreement. This request will increase the maximum cumulative obligation from \$3,199,381 to \$3,630,202, to accommodate the passthrough of additional funds.

Fiscal Impact

There is no anticipated financial impact to OCTA. OCTA is the recipient and would pass through funds to the City.

Summary

Staff requests Board approval to authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-8-1679 between the OCTA and the City, in the amount of \$430,821, for the pass through of funding. This will increase the maximum obligation of the cooperative agreement to a total contract value of \$3,630,202.

Attachment

- A. City of Laguna Beach Cooperative Agreement No. C-8-1679 Fact Sheet

Prepared by:



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

Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
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Pia Veasapen
Director, Contracts Administration and
Materials Management
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**City of Laguna Beach
Cooperative Agreement No. C-8-1679
Fact Sheet**

1. June 11, 2018, Cooperative Agreement No. C-8-1679, \$2,600,000, approved by the Board of Directors (Board).
 - City of Laguna Beach, funding agreement for public transit services in the City of Laguna Beach funded with unrestricted local funds in exchange for state and federal funds.
 - Effective November 8, 2018 through June 30, 2023.
2. May 22, 2020, Amendment No. 1 to Cooperative Agreement No. C-8-1679, \$599,381, pending approval by the Board.
 - Amendment to provide for the pass through of unrestricted local dollars in the amount equal to the City of Laguna Beach's share of Coronavirus Aid, Relief, and Economic Security Act revenues.
3. May 10, 2021, Amendment No. 2 to Cooperative Agreement No. C-8-1679, \$460,821, pending approval by the Board.
 - Amendment to provide for the pass through of unrestricted local dollars in the amount equal to the City of Laguna Beach's share of American Rescue Plan Act revenues.

Total commitment to City of Laguna Beach, Agreement No. C-8-1679: \$3,630,202.



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendations

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$1,075,788.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor Controller in the amount of the claim.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Laguna Beach Public Transportation Services

Overview

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

Recommendations

- A. Approve the Laguna Beach Municipal Transit Lines Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$1,075,788.
- B. Authorize the Chief Executive Officer of the Orange County Transportation Authority to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the amount of the claim.

Background

The Transportation Development Act (TDA) of 1971 established a funding source dedicated to public transit and non-transit related projects. The TDA created in each county a Local Transportation Fund (LTF) for transportation purposes specified in the TDA. Revenues are derived from 1/4 cent of the current retail sales tax. The LTF revenues are collected by the California Department of Tax and Fee Administration and returned to the local jurisdictions based on the volume of sales during each month.

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

**Approval of the Fiscal Year 2021-22 Local Transportation Fund Page 2
Claim for Laguna Beach Public Transportation Services**

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

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

Discussion

On February 22, 2021, the OCTA Board of Directors approved the LTF fiscal year (FY) 2021-22 apportionments. The total apportionment approved for LBMTL equaled \$1,075,788.

On March 23, 2021, the Laguna Beach City Council adopted a resolution authorizing the filing of an LTF claim with OCTA for public transportation services. The City submitted its FY 2021-22 LTF claim in the amount of \$1,075,788, that will be used by LBMTL to meet FY 2021-22 operating expenses. The OCTA, as the TPA for Orange County, is authorized to approve LTF claims and make payments from the LTF through written instructions to the OCAC.

Summary

OCTA's approval of the City claim against the Orange County LTF in the amount of \$1,075,788, will enable the LBMTL to continue providing public transportation services throughout the City during FY 2021-22.

Attachment

None.

Prepared by:



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

Approved by:



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



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

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

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Receive and file as an information item.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

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

Overview

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

Recommendation

Receive and file as an information item.

Discussion

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

Portfolio Compliance and Liquidity Requirements for the Next Six Months: The portfolio is in full compliance with OCTA's Investment Policy and the State of California Government Code. Additionally, OCTA has reviewed the liquidity requirements for the next six months and anticipates that OCTA's liquidity will be sufficient to meet projected expenditures during the next six months.

The weighted average book yield for the OCTA portfolio is 1.1 percent. The book yield measures the exact income, or interest, on a bond without regard to market

price change. The yield is the income return on an investment, such as the interest received from holding a particular security. The yield is usually expressed as an annual percentage rate based on the investment's cost and market value.

OCTA's month-end balance in the Local Agency Investment Fund was \$70,939,988, with an average monthly effective yield of 0.4 percent. OCTA's month-end balance in the Orange County Investment Pool (OCIP) was \$616,668. For the month of February, the monthly gross yield for the OCIP was 0.8 percent. Yields for the month of March will be received in April.

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

OCTA's debt program is separate from its investment program and is comprised of M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan. The debt program currently has an outstanding principal balance of \$990 million as of March 31, 2021. Approximately 62 percent of the outstanding balance is comprised of M2 debt, nine percent is associated with the 91 Express Lanes Program, and 29 percent is for the TIFIA Loan.

Summary

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

Attachments

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

Prepared by:



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

Approved by:



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

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

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



**Presented to the
Finance and Administration Committee**

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

OCTA Investment Dashboard

3/31/2021

Safety of Principal

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

Not applicable.

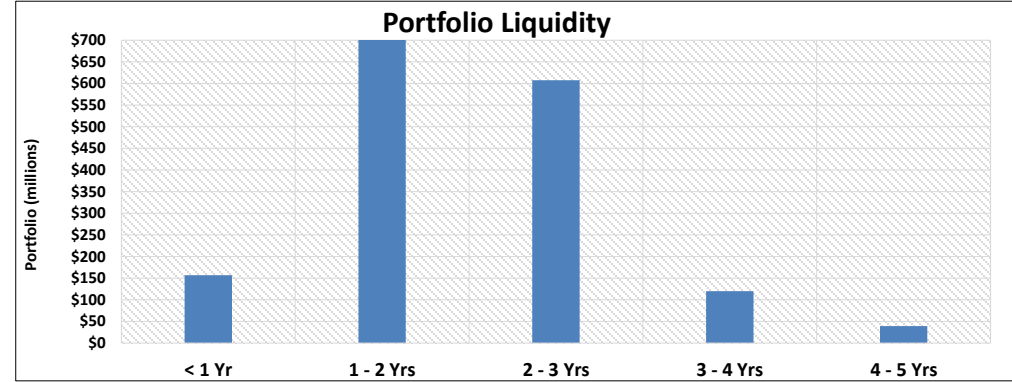
Securities currently held within OCTA's portfolio that fell below OCTA's minimum credit quality requirements during prior reporting periods:

Not applicable.

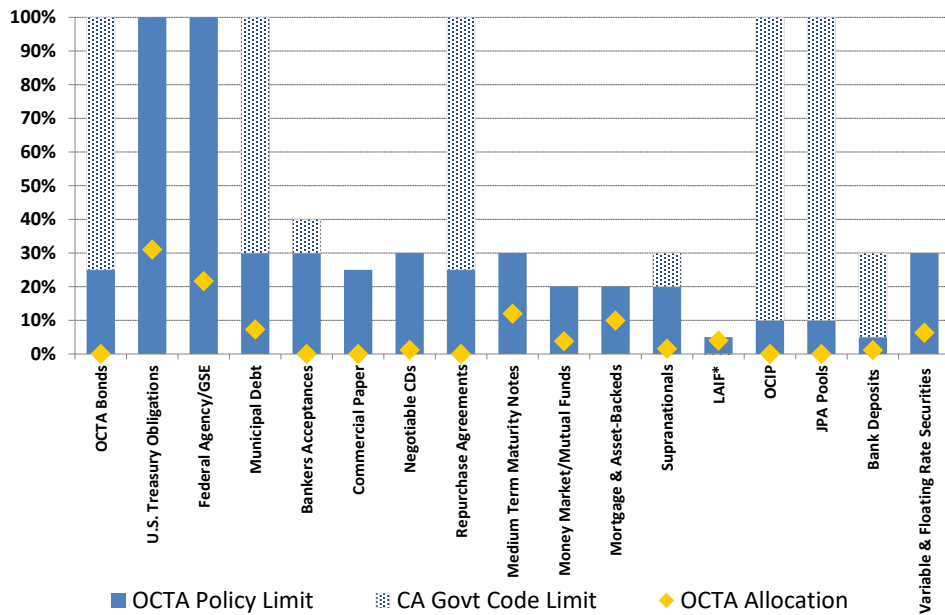
Securities downgraded or placed on Negative Credit Watch during the month of March 2021, but remain in compliance with OCTA's Investment Policy:

Five securities held within OCTA's investment portfolio were downgraded during the month. The total number of securities on the Negative Credit Watch list decreased from three securities to two securities for the month.

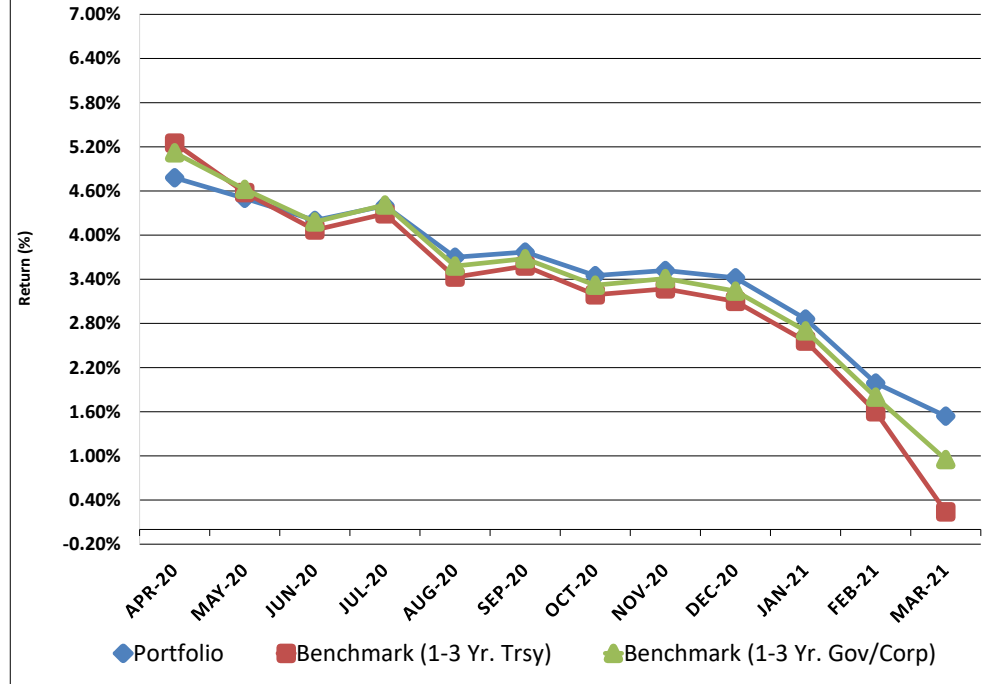
For further details please refer to A-8 of this report.



Portfolio Diversification



Portfolio Return - 12 Month



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

Investment Compliance

3/31/2021

Portfolio Subject to Investment Policy			
Short-Term/Liquid Portfolio ¹	Dollar Amount Invested	Percent Of Portfolio	Investment Policy Maximum Percentages
U.S. Treasury Obligations	\$ 550,639,596	31.0%	100%
Federal Agency/GSE	384,681,301	21.7%	100%
Municipal Debt	129,572,781	7.3%	30%
Commercial Paper	-	0.0%	25%
Negotiable Certificates of Deposit	21,800,000	1.2%	30%
Repurchase Agreements	-	0.0%	25%
Medium Term Maturity Notes/Corporates	212,833,056	12.0%	30%
Money Market/Mutual Funds	67,346,933	3.8%	20%
Mortgage & Asset-Backed	176,483,378	9.9%	20%*
Supranationals	28,044,993	1.6%	20%
Local Agency Investment Fund**	70,939,988	4.0%	\$ 75 Million
Orange County Investment Pool	616,668	0.0%	10%
Joint Powers Authority Pools	-	0.0%	10%
Bank Deposits	20,365,794	1.1%	5%
Variable & Floating Rate Securities	112,455,604	6.3%	30%
Total Short-Term/Liquid Portfolio	\$ 1,775,780,094	100.0%	

1. Excludes portion of Liquid Portfolio subject to Indenture

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

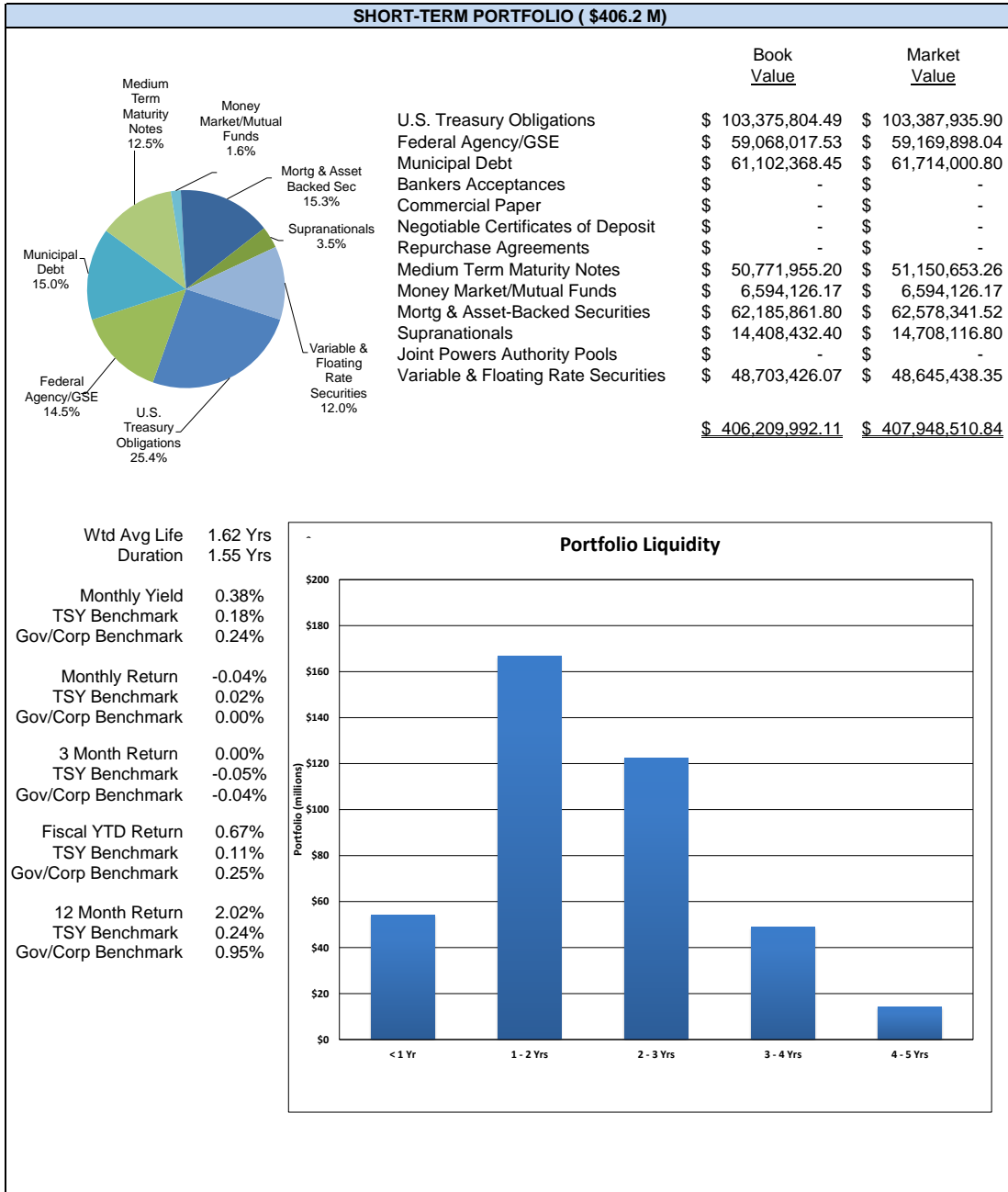
**OCTA has increased the balance in the LAIF (Pool) from \$46m to \$71m during the month of February. The move allowed OCTA to increase yield from 0.10% to 0.41% on the funds while maintaining liquidity and safety of funds.

Portfolio Subject to Indenture					
Liquid Portfolio*	Dollar Amount Invested	Credit Quality	OCTA Term	Indenture Requirements	
				Credit Quality	Term
Money Market Funds	\$ 38,447,141	AAA/Aaa	45 days	Min. A2/A	Max. 4 years
Bond Proceeds Portfolio					
Money Market Funds	\$ 154,054,342	AAA/Aaa	45 days	Min. A2/A	Max. 4 years
Commercial Paper	-	P-1/F-1/A-1	60-90 days	Min. A2/A	Max. 4 years
Guaranteed Investment Contract	17,050,000	Aa2/AA-/A+	N/A	Min. A3/A-	N/A
Total Bond Proceeds Portfolio	\$ 171,104,342				
Reserve Funds Portfolio					
Commercial Paper	\$ 25,080,080	P-1/F-1	60-150 days	Min. A-1/P-1	Max. 180 days
Bank Deposits	\$ 218,921				
US Treasuries Obligations	482	AAA/Aaa	30 days	Min. A2/A	Max. 5 years
Total Reserve Funds Portfolio	\$ 25,299,482				
Total Portfolio Subject to Indenture	\$ 196,403,824				
Portfolio Total	\$ 2,010,631,059				

*Reflects portion of Liquid Portfolio subject to Indenture

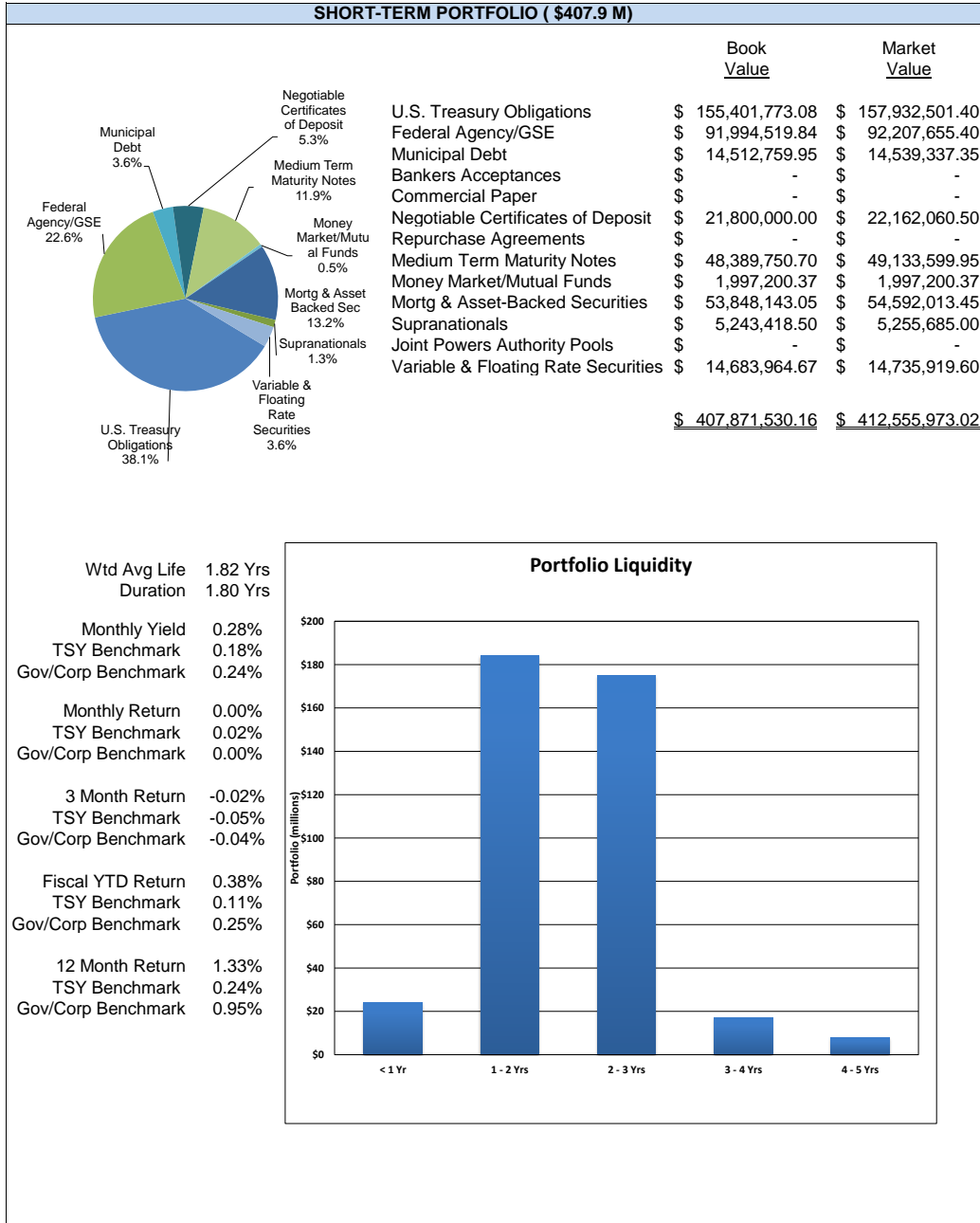
Investment Manager Diversification and Maturity Schedules

**MetLife Investment Management
3/31/2021**



Investment Manager Diversification and Maturity Schedules

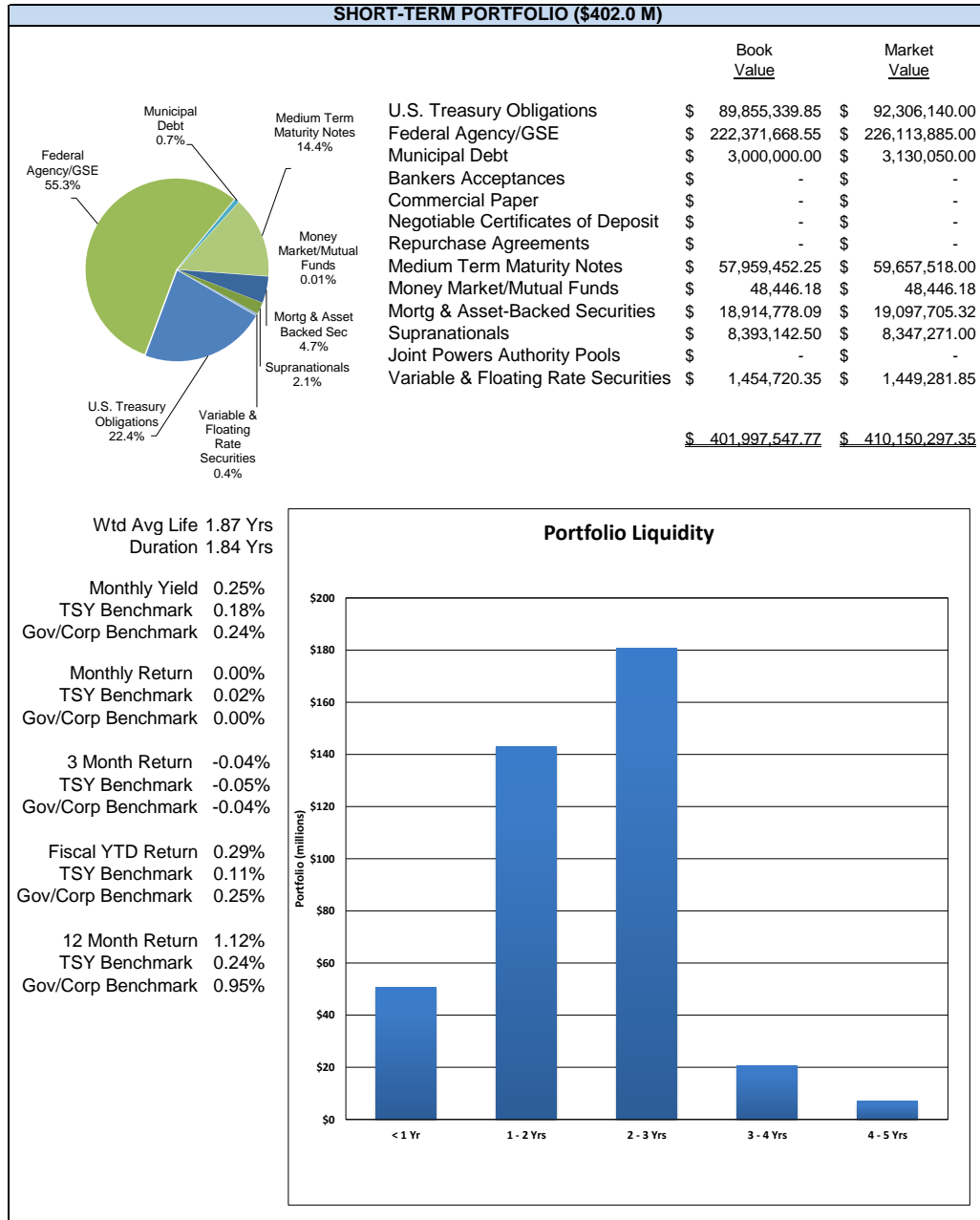
PFM
3/31/2021



Investment Manager Diversification and Maturity Schedules

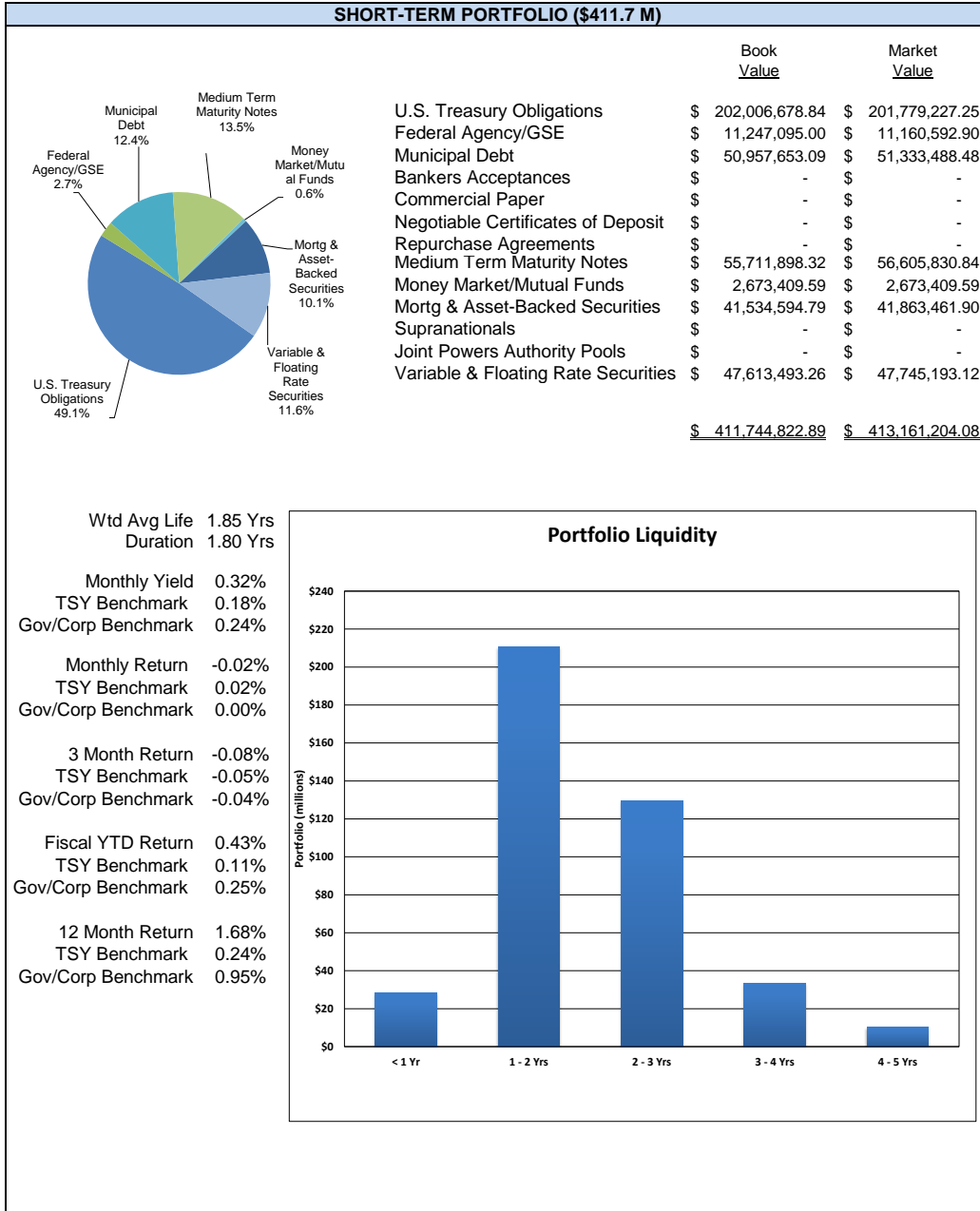
Chandler Asset Management

3/31/2021



Investment Manager Diversification and Maturity Schedules

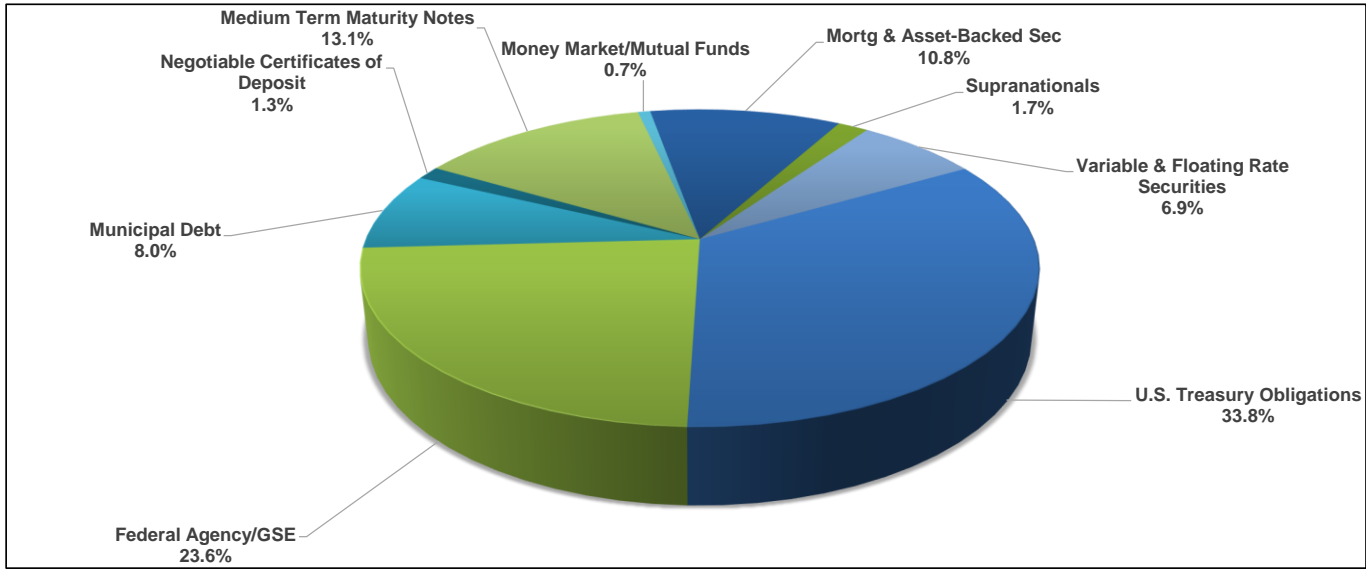
Payden & Rygel
3/31/2021



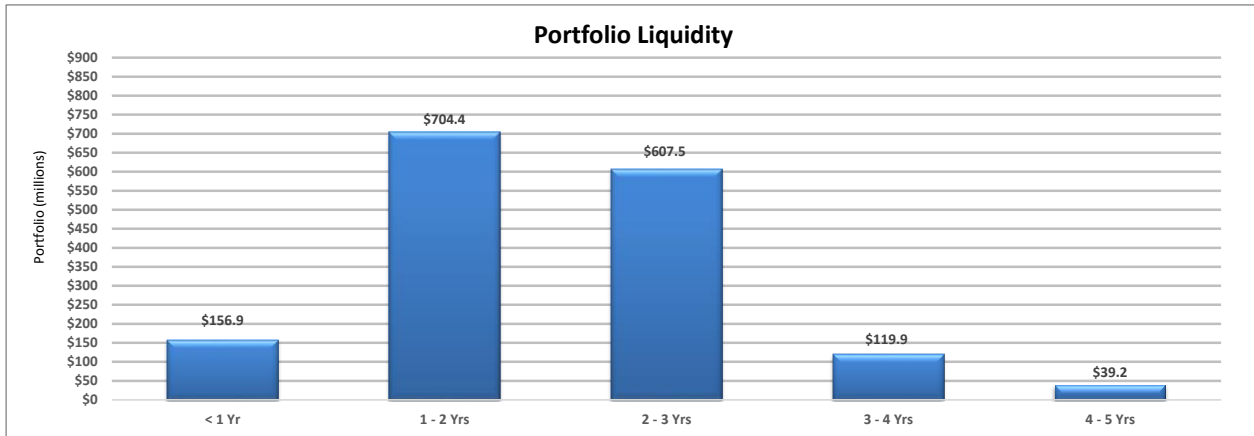
Short-Term Portfolio

3/31/2021

Portfolio Composition



Portfolio Liquidity



Rating Downgrades & Negative Credit Watch

3/31/2021

Investment Manager / Security	Par Amount	Maturity	S&P	Moody's	Fitch Ratings
Rating Downgrades:					
PFM					
National Rural Utilities (Sr. Secured) <i>On March 5, 2021, S&P downgraded the long-term ratings of the National Rural Utilities (NRU) from A to A-. The downgrade is due to the NRU's exposure to the Texas energy market which has been negatively impacted by Winter Storm Uri. The security complies with the requirements of the Investment Policy, and the manager is comfortable holding the security due to the low risk nature of the business, the negative exposure they are facing is seen as manageable, and the NRU has healthy revolving lines of credit for any liquidity needs.</i>	\$ 1,910,000	Various*	A-	A2	A
Exxon <i>On March 23, 2021, Moody's downgraded the long-term ratings of Exxon from Aa1 to Aa2. The downgrade is due to pandemic induced struggles in the oil and gas industry as well as weakened financial leverage metrics. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Exxon's large scale, globally diversified operations, and recent stabilizations in oil prices.</i>	\$ 1,600,000	3/6/2022	AA-	Aa2	N/A
Payden & Rygel					
National Rural Utilities (Secured) <i>On March 5, 2021, S&P downgraded the long-term ratings of the National Rural Utilities (NRU) from A to A-. The downgrade is due to the NRU's exposure to the Texas energy market which has been negatively impacted by Winter Storm Uri. The security complies with the requirements of the Investment Policy, and the manager is comfortable holding the security due to the low risk nature of the business, the negative exposure they are facing is seen as manageable, and the NRU has healthy revolving lines of credit for any liquidity needs.</i>	\$ 1,200,000	4/25/2022	A-	A1	A+
Duke Energy <i>On March 26, 2021, Moody's downgraded the senior unsecured ratings of Duke Energy (Duke) from Aa2 to Aa3. The downgrade is due to Duke's weakened financial credit metrics due to a recent regulatory settlement in North Carolina, Duke's largest state by assets. The security remains in compliance with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Duke's low business and operating risk profile.</i>	\$ 2,475,000	3/15/2023	A	Aa3	N/A
Chandler Asset Management					
Oracle Corporation <i>On March 22, 2021, Moody's and Fitch downgraded the long-term ratings of Oracle Corporation (Oracle) from A3 to Baa2 and A- to BBB+ respectively. The downgrade is due to Oracle's latest debt issuance being used towards share repurchases, payment of dividends, and debt repayments. The security remains in compliance with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to Oracle's intentions to use the proceeds from their bond issuance to refinance short-term debt, which includes the bonds held by OCTA.</i>	\$ 4,000,000	5/15/2022	A	Baa2	BBB+
Negative Credit Watch:					
PFM					
Merck & Co. <i>On February 5, 2020, S&P placed the long-term ratings of Merck & Co. under review for possible downgrade. The credit watch placement is due to Merck's announcement that it will be spinning off a large portion of their brand. The security complies with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to the industry strength of Merck, and their vast pharmaceutical diversification.</i>	\$ 1,250,000	2/10/2022	AA-	A1	A+
Chandler Asset Management					
US Bancorp <i>On March 16, 2021, Moody's placed the long-term ratings of US Bancorp (US Bank) under review for possible downgrade. The credit watch placement is due to the narrowing outperformance of US Bank compared to its peers which is currently attributed to coronavirus related struggles. The security remains in compliance with the requirements of the Investment Policy, and the investment manager is comfortable holding the security due to US Bank's consistent financial performance and the quality of their balance sheet.</i>	\$ 4,500,000	Various**	A+	A1	A+

*1/1/22 & 2/8/24

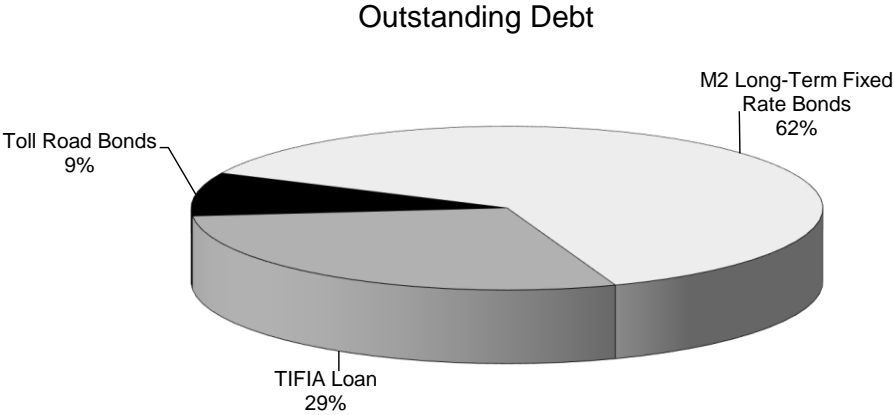
**2/5/24 & 7/30/24

DEBT PROGRAM

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

Total Outstanding Debt*

As of 3/31/21



TOTAL OUTSTANDING DEBT: \$990,890,000

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

Outstanding Debt*

As of 3/31/21

Orange County Local Transportation Authority (OCLTA-M2)

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

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

2019 M2 Sales Tax Bond

Issued:	\$	376,690,000
Outstanding:		368,625,000
Debt Service FY 2021:		26,569,650
Pledged Revenue Source:	M2 Sales Tax Revenues	
Ratings (Fitch/ S&P):		AA+/AA+
Final Maturity:		2041

91 Express Lanes

2013 OCTA 91 Express Lanes Refunding Bonds

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

405 Express Lanes

2017 TIFIA Loan

Outstanding:	\$	287,000,000
Accrued Interest:		22,328,868
Pledged Revenue Source:	405 Toll Road Revenues	
Ratings (Moody's):		Baa2
Final Maturity:		2058

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

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

ATTACHMENT B

LIQUID PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<i>CASH EQUIVALENTS</i>				
BANK DEPOSITS	3/31/2021	20,365,794.00	20,365,794.00	
MONEY MARKET DEMAND ACCOUNT	N/A	56,033,750.99	56,033,750.99	0.10%
FIDELITY TREASURY OBLIGATIONS FUND	N/A	31,141,500.69	31,141,500.69	0.01%
FEDERATED TREASURY OBLIGATIONS FUND	N/A	7,305,639.96	7,305,639.96	0.04%
<i>SUB-TOTAL</i>		<u>114,846,685.64</u>	<u>114,846,685.64</u>	
<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>	N/A	70,939,988.31	70,939,988.31	0.36%
<i>ORANGE COUNTY INVESTMENT POOL (OCIP)</i>	N/A	616,667.89	616,667.89	0.80%
LIQUID PORTFOLIO - TOTAL		<u>\$ 186,403,341.84</u>	<u>\$ 186,403,341.84</u>	

SHORT-TERM PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<i>Money Market Funds</i>				
FIRST AMER:GVT OBLG Z	3/31/2021	1,997,200.37	1,997,200.37	0.03
FIRST AMER:GVT OBLG Z	3/31/2021	48,446.18	48,446.18	0.03
FIRST AMER:GVT OBLG Z	3/31/2021	6,594,126.17	6,594,126.17	0.03
FIRST AMER:GVT OBLG Z	3/31/2021	2,673,409.59	2,673,409.59	0.03
<i>SUB-TOTAL</i>		<u>11,313,182.31</u>	<u>11,313,182.31</u>	
<i>NEGOTIABLE CERTIFICATES OF DEPOSIT</i>				
Credit Suisse AG, New York Branch	3/17/2023	3,100,000.00	3,103,007.00	0.54
DNB Bank ASA, New York Branch	12/2/2022	3,875,000.00	3,981,213.75	0.41
Nordea Bank Abp, New York Branch	8/26/2022	3,875,000.00	3,969,976.25	0.12
Skandinaviska Enskilda Banken AB (publ.)	8/26/2022	3,875,000.00	3,970,867.50	0.12
Societe Generale, New York Branch	2/14/2022	4,000,000.00	4,060,520.00	0.06
Sumitomo Mitsui Banking Corporation, New York Branch	7/8/2022	3,075,000.00	3,076,476.00	0.66
<i>SUB-TOTAL</i>		<u>21,800,000.00</u>	<u>22,162,060.50</u>	
<i>U.S. TREASURY OBLIGATIONS</i>				
UNITED STATES TREASURY	7/31/2022	4,097,668.75	4,185,542.40	0.13
UNITED STATES TREASURY	7/31/2022	7,004,300.00	7,286,323.20	0.13
UNITED STATES TREASURY	7/31/2022	6,005,625.00	6,140,160.00	0.13
UNITED STATES TREASURY	7/31/2022	5,216,656.25	5,321,472.00	0.13
UNITED STATES TREASURY	9/30/2022	7,534,603.16	7,757,013.60	0.14
UNITED STATES TREASURY	10/31/2022	5,360,733.97	5,548,142.60	0.14
UNITED STATES TREASURY	2/28/2023	5,538,052.36	5,799,715.20	0.17
UNITED STATES TREASURY	4/15/2022	6,003,750.00	6,134,520.00	0.10
UNITED STATES TREASURY	12/31/2022	4,326,890.63	4,499,205.00	0.16
UNITED STATES TREASURY	12/31/2022	6,439,408.22	6,816,037.00	0.16
UNITED STATES TREASURY	1/31/2023	1,253,320.31	1,286,275.00	0.17
UNITED STATES TREASURY	1/31/2023	2,911,894.53	2,984,158.00	0.17
UNITED STATES TREASURY	3/31/2023	15,308,789.06	15,397,200.00	0.17
UNITED STATES TREASURY	6/30/2023	4,097,187.50	4,104,840.00	0.21
UNITED STATES TREASURY	11/15/2022	3,995,937.50	4,095,920.00	0.15
UNITED STATES TREASURY	4/30/2022	633,273.05	642,007.80	0.11
UNITED STATES TREASURY	4/30/2022	1,974,765.63	2,038,120.00	0.11
UNITED STATES TREASURY	5/31/2022	9,031,289.06	9,171,540.00	0.12
UNITED STATES TREASURY	6/30/2022	2,010,156.25	2,040,700.00	0.12
UNITED STATES TREASURY	10/15/2022	745,312.50	764,235.00	0.14
UNITED STATES TREASURY	1/15/2023	2,713,289.06	2,764,746.00	0.16
UNITED STATES TREASURY	1/15/2023	4,101,875.00	4,095,920.00	0.16
UNITED STATES TREASURY	5/15/2023	2,192,093.75	2,196,986.00	0.19
UNITED STATES TREASURY	6/15/2023	4,003,281.25	4,004,240.00	0.20
UNITED STATES TREASURY	6/15/2023	1,051,927.73	1,051,113.00	0.20
UNITED STATES TREASURY	10/15/2023	9,980,859.38	9,966,000.00	0.26
UNITED STATES TREASURY	11/15/2023	4,123,057.81	4,117,445.60	0.27
UNITED STATES TREASURY	11/30/2022	874,179.69	874,763.75	0.14
UNITED STATES TREASURY	12/15/2023	1,995,468.75	1,990,860.00	0.29
UNITED STATES TREASURY	12/15/2023	2,418,842.77	2,413,917.75	0.29
UNITED STATES TREASURY	12/31/2022	1,924,849.61	1,924,095.25	0.15
UNITED STATES TREASURY	1/31/2023	7,001,640.62	6,995,870.00	0.16
UNITED STATES TREASURY	2/15/2024	5,127,669.92	5,121,417.50	0.32
UNITED STATES TREASURY	3/15/2024	5,658,817.38	5,659,507.25	0.34
UNITED STATES TREASURY	3/15/2024	2,744,306.64	2,742,492.50	0.34
UNITED STATES TREASURY	7/31/2022	6,061,226.56	6,344,832.00	0.13
UNITED STATES TREASURY	8/31/2022	4,470,357.42	4,764,436.50	0.13
UNITED STATES TREASURY	8/31/2022	2,874,960.94	3,073,830.00	0.13
UNITED STATES TREASURY	11/30/2022	7,718,648.44	8,040,084.00	0.15
UNITED STATES TREASURY	4/30/2023	5,234,208.98	5,406,502.50	0.19
UNITED STATES TREASURY	5/31/2023	7,787,187.50	8,245,600.00	0.20
UNITED STATES TREASURY	10/31/2023	8,007,187.50	8,280,960.00	0.26
UNITED STATES TREASURY	6/30/2022	4,329,843.75	4,591,575.00	0.12
UNITED STATES TREASURY	8/15/2022	6,983,046.88	7,132,860.00	0.12
UNITED STATES TREASURY	10/15/2022	7,957,187.50	8,151,840.00	0.14
UNITED STATES TREASURY	1/31/2025	8,313,750.00	8,228,480.00	0.62
UNITED STATES TREASURY	2/28/2022	10,149,609.38	10,095,300.00	0.08
UNITED STATES TREASURY	3/31/2025	1,989,687.50	1,986,400.00	0.67
UNITED STATES TREASURY	12/15/2023	7,978,437.50	7,963,440.00	0.29
UNITED STATES TREASURY	5/15/2022	7,940,162.11	7,991,775.30	0.11
UNITED STATES TREASURY	5/15/2022	2,792,367.19	1,994,109.00	0.11
UNITED STATES TREASURY	9/30/2022	9,196,083.40	9,366,126.10	0.14
UNITED STATES TREASURY	9/30/2022	7,699,007.81	7,834,977.00	0.14
UNITED STATES TREASURY	9/30/2022	10,407,680.66	10,574,658.50	0.14
UNITED STATES TREASURY	9/30/2022	4,212,140.63	4,301,556.00	0.14
UNITED STATES TREASURY	10/15/2022	6,859,031.25	7,030,962.00	0.14
UNITED STATES TREASURY	10/15/2022	3,944,908.20	4,024,971.00	0.14
UNITED STATES TREASURY	3/15/2023	4,087,313.28	4,081,154.75	0.17
UNITED STATES TREASURY	3/15/2023	5,110,995.70	5,102,701.50	0.17
UNITED STATES TREASURY	3/15/2023	3,678,658.20	3,673,542.50	0.17
UNITED STATES TREASURY	3/15/2023	4,132,031.25	4,126,445.00	0.17
UNITED STATES TREASURY	3/15/2023	2,821,000.00	2,818,060.00	0.17
UNITED STATES TREASURY	3/15/2023	614,622.66	613,934.50	0.17
UNITED STATES TREASURY	5/15/2023	4,098,078.13	4,094,383.00	0.19
UNITED STATES TREASURY	5/15/2023	5,623,022.46	5,617,293.75	0.19
UNITED STATES TREASURY	10/15/2023	4,989,843.75	4,983,000.00	0.26
UNITED STATES TREASURY	10/15/2023	4,096,476.56	4,086,060.00	0.26
UNITED STATES TREASURY	10/15/2023	6,972,656.25	6,976,200.00	0.26
UNITED STATES TREASURY	10/15/2023	4,099,725.00	4,096,026.00	0.26
UNITED STATES TREASURY	12/31/2022	40,254,000.00	40,235,080.62	0.15
UNITED STATES TREASURY	12/31/2022	549,829.97	549,741.50	0.15

Orange County Transportation Authority
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<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>REQUIRED AMOUNT</u>	<u>YIELD</u>
UNITED STATES TREASURY	12/31/2022	36,440,759.77	36,437,866.15	0.15
UNITED STATES TREASURY	12/31/2022	3,749,560.55	3,748,237.50	0.15
UNITED STATES TREASURY	12/31/2022	5,799,668.82	5,797,274.00	0.15
UNITED STATES TREASURY	12/31/2022	3,935,153.71	3,933,150.55	0.15
UNITED STATES TREASURY	1/15/2024	27,151,585.31	27,096,158.63	0.31
UNITED STATES TREASURY	1/15/2024	11,192,214.69	11,169,367.13	0.31
UNITED STATES TREASURY	1/15/2024	6,956,193.75	6,941,993.52	0.31
UNITED STATES TREASURY	1/15/2024	1,087,871.09	1,084,375.60	0.31
UNITED STATES TREASURY	1/15/2024	2,804,621.48	2,795,500.40	0.31
UNITED STATES TREASURY	1/15/2024	16,557,790.23	16,499,421.40	0.31
UNITED STATES TREASURY	1/31/2023	45,000.00	44,973.45	0.16
UNITED STATES TREASURY	1/31/2023	8,817,010.26	8,809,399.39	0.16
UNITED STATES TREASURY	1/31/2023	8,816,838.12	8,809,399.39	0.16
UNITED STATES TREASURY	1/31/2023	4,417,707.64	4,413,894.27	0.16
UNITED STATES TREASURY	1/31/2023	759,507.62	758,852.01	0.16
UNITED STATES TREASURY	1/31/2023	3,980,777.34	3,977,651.80	0.16
UNITED STATES TREASURY	1/31/2023	910,213.28	909,463.10	0.16
UNITED STATES TREASURY	1/31/2023	2,320,725.00	2,318,631.20	0.16
UNITED STATES TREASURY	1/31/2023	4,351,359.38	4,347,433.50	0.16
UNITED STATES TREASURY	1/31/2023	3,110,242.97	3,108,165.10	0.16
UNITED STATES TREASURY	1/31/2023	1,034,959.57	1,034,389.35	0.16
UNITED STATES TREASURY	3/15/2024	3,104,897.66	3,101,509.70	0.34
UNITED STATES TREASURY	3/31/2023	3,858,190.63	3,857,298.00	0.16
<i>SUB-TOTAL</i>		<u>550,639,596.27</u>	<u>555,405,804.55</u>	
<i>FEDERAL AGENCY/GSE</i>				
FEDERAL HOME LOAN MORTGAGE CORP	6/8/2022	6,996,640.00	7,010,780.00	0.12
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	8,160,363.15	8,194,985.70	0.19
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	7,758,283.75	7,780,598.00	0.22
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	7,526,137.50	7,573,369.20	0.19
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,146,997.00	7,180,459.00	0.17
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,383,377.40	7,410,849.95	0.21
FEDERAL HOME LOAN MORTGAGE CORP	7/25/2022	4,963,756.50	4,974,403.00	0.13
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	9,190,616.00	9,202,760.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	5,275,963.27	5,273,734.00	0.26
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	6,997,690.00	6,998,320.00	0.26
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	3,088,437.00	3,088,158.00	0.28
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,991,720.00	1,992,360.00	0.28
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	8,192,620.00	8,193,440.00	0.28
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	6,918,144.25	6,914,335.50	0.31
FHMS K-727 A1	10/25/2023	403,774.02	419,103.05	0.41
FEDERAL HOME LOAN BANKS	9/8/2023	4,135,800.00	4,203,960.00	0.27
FEDERAL HOME LOAN BANKS	9/8/2023	4,104,600.00	4,203,960.00	0.27
FEDERAL HOME LOAN BANKS	3/8/2024	5,201,750.00	5,221,000.00	0.36
FEDERAL HOME LOAN BANKS	3/10/2023	5,053,550.00	5,245,400.00	0.22
FEDERAL HOME LOAN BANKS	6/10/2022	4,988,900.00	5,157,250.00	0.11
FEDERAL HOME LOAN BANKS	12/9/2022	7,058,660.00	7,332,290.00	0.18
FEDERAL HOME LOAN BANKS	3/11/2022	3,046,221.55	3,147,224.45	0.11
FEDERAL HOME LOAN BANKS	3/11/2022	1,160,218.50	1,198,699.75	0.11
FEDERAL HOME LOAN BANKS	6/9/2023	3,977,720.00	4,168,240.00	0.20
FEDERAL HOME LOAN BANKS	6/9/2023	4,029,880.00	4,168,240.00	0.20
FEDERAL HOME LOAN BANKS	9/9/2022	6,828,560.00	7,088,728.00	0.17
FEDERAL FARM CREDIT BANKS FUNDING CORP	12/17/2021	6,022,920.00	6,116,520.00	0.07
FEDERAL FARM CREDIT BANKS FUNDING CORP	11/15/2021	7,034,930.00	7,128,870.00	0.09
FEDERAL FARM CREDIT BANKS FUNDING CORP	7/17/2023	5,060,200.00	5,304,250.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	6/26/2023	6,967,450.00	7,245,070.00	0.20
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/1/2023	4,996,450.00	5,155,500.00	0.15
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	4,993,550.00	5,161,200.00	0.23
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	7,983,280.00	7,993,440.00	0.23
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/21/2023	5,000,600.00	5,122,750.00	0.15
FEDERAL FARM CREDIT BANKS FUNDING CORP	4/8/2022	7,204,321.80	7,234,913.40	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	5/6/2022	8,124,668.55	8,145,006.05	0.14
FEDERAL FARM CREDIT BANKS FUNDING CORP	10/2/2023	4,994,600.00	4,991,300.00	0.27
FEDERAL HOME LOAN MORTGAGE CORP	6/8/2022	7,995,360.00	8,012,320.00	0.12
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	6,111,548.70	6,137,478.60	0.19
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	3,203,098.50	3,212,311.20	0.22
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,000,300.00	5,003,600.00	0.22
FEDERAL NATIONAL MORTGAGE ASSOCIATION	11/27/2023	1,797,948.00	1,797,822.00	0.30
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	6,815,760.00	7,100,520.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	4,411,710.00	4,679,055.00	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	2,233,875.00	2,391,517.00	0.16
FEDERAL NATIONAL MORTGAGE ASSOCIATION	4/12/2022	6,370,496.00	6,541,760.00	0.10
FEDERAL NATIONAL MORTGAGE ASSOCIATION	9/6/2022	3,986,080.00	4,073,320.00	0.09
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	8,248,720.00	8,143,920.00	0.08
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,621,797.50	7,657,482.50	0.17
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,463,143.80	7,490,913.15	0.21
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	8,001,840.00	8,002,400.00	0.24
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	5,098,317.00	5,098,776.00	0.26
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	3,001,860.00	2,999,280.00	0.26
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	6,376,128.00	6,375,552.00	0.28
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	4,705,761.00	4,706,232.00	0.28
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	5,959,094.65	5,955,813.90	0.31
FEDERAL HOME LOAN MORTGAGE CORP	10/20/2022	5,098,470.00	5,101,683.00	0.21
FEDERAL HOME LOAN MORTGAGE CORP	10/20/2022	5,839,084.50	5,836,925.55	0.21
FEDERAL HOME LOAN MORTGAGE CORP	8/12/2025	4,095,490.00	4,046,741.00	0.90
FEDERAL HOME LOAN MORTGAGE CORP	9/28/2023	4,084,387.25	4,086,634.00	0.22
FEDERAL HOME LOAN MORTGAGE CORP	9/28/2023	3,999,600.00	4,001,600.00	0.22
FEDERAL HOME LOAN MORTGAGE CORP	10/13/2023	4,097,950.00	4,096,310.00	0.34
FEDERAL HOME LOAN MORTGAGE CORP	11/24/2023	2,035,000.00	2,032,781.85	0.39
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	251,800.00	253,590.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	5,610,864.00	5,680,416.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	5,677,685.00	5,731,134.00	0.11
FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/27/2023	6,098,475.00	6,101,281.00	0.26
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,652,771.25	5,675,294.25	0.08
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,663,313.58	5,675,294.25	0.08
FN 468431	7/1/2021	266,371.43	262,386.08	3.43
FN 468861	8/1/2021	596,755.52	587,827.06	3.22
FEDERAL HOME LOAN BANKS	2/12/2026	4,147,095.00	4,063,099.00	1.04
FEDERAL HOME LOAN BANKS	3/12/2024	4,140,000.00	4,140,538.20	0.47
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	2,250,000.00	2,240,977.50	0.56
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	8/1/2021	710,000.00	715,978.20	0.04
<i>SUB-TOTAL</i>		<u>384,681,300.92</u>	<u>388,652,031.34</u>	
<i>MEDIUM TERM NOTES</i>				
ADOBE INC	2/1/2023	449,383.50	461,011.50	0.36
AMAZON.COM INC	6/3/2023	2,022,165.00	2,031,257.25	0.26
AMERICAN HONDA FINANCE CORP	6/27/2022	3,796,504.00	3,884,246.00	0.40
APPLE INC	9/11/2022	589,899.70	602,679.10	0.21
APPLE INC	5/11/2023	1,475,974.40	1,494,874.00	0.27

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<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>REQUIRED AMOUNT</u>	<u>YIELD</u>
BANK OF NEW YORK MELLON CORP	8/23/2022	1,724,448.00	1,764,140.25	0.32
BANK OF NEW YORK MELLON CORP	1/27/2023	1,099,230.00	1,131,570.00	0.21
BANK OF NEW YORK MELLON CORP	4/24/2025	1,279,625.00	1,273,412.50	1.12
BRISTOL-MYERS SQUIBB CO	11/13/2023	1,900,000.00	1,900,171.00	0.52
BURLINGTON NORTHERN SANTA FE LLC	4/1/2025	753,641.00	753,018.00	0.94
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	1,048,540.50	1,074,853.50	0.24
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	499,770.00	512,895.00	0.36
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	1,124,370.00	1,130,523.75	0.43
CATERPILLAR FINANCIAL SERVICES CORP	8/11/2023	450,000.00	450,850.50	0.35
CHEVRON USA INC	5/11/2023	875,000.00	889,568.75	0.35
JOHN DEERE CAPITAL CORP	7/5/2023	399,672.00	403,080.00	0.36
JOHN DEERE CAPITAL CORP	10/10/2023	499,420.00	499,715.00	0.42
JOHN DEERE CAPITAL CORP	1/17/2024	794,435.55	794,602.50	0.47
EXXON MOBIL CORP	3/6/2022	339,237.50	355,708.50	0.26
EXXON MOBIL CORP	3/6/2022	1,212,050.00	1,270,387.50	0.26
GOLDMAN SACHS GROUP INC	3/3/2024	440,856.00	435,848.00	0.89
GOLDMAN SACHS GROUP INC	1/27/2023	1,000,000.00	998,590.00	0.56
HOME DEPOT INC	3/1/2022	498,630.00	514,075.00	0.18
HONEYWELL INTERNATIONAL INC	8/8/2022	779,212.20	799,531.20	0.17
HONEYWELL INTERNATIONAL INC	8/19/2022	1,875,000.00	1,876,725.00	0.24
INTERNATIONAL BUSINESS MACHINES CORP	2/12/2024	1,027,845.50	1,018,963.00	0.46
JPMORGAN CHASE & CO	4/1/2023	1,000,000.00	1,027,120.00	0.49
MERCK & CO INC	2/10/2022	1,226,775.00	1,272,700.00	0.23
MORGAN STANLEY	5/19/2022	496,685.00	513,280.00	0.40
MORGAN STANLEY	2/25/2023	1,063,280.00	1,060,170.00	0.56
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	1/21/2022	1,099,032.00	1,112,364.00	0.35
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2/8/2024	809,441.10	804,864.60	0.57
NORTHERN TRUST CORP	8/2/2022	1,012,140.00	1,027,410.00	0.32
PNC BANK NA	2/24/2023	800,000.00	809,888.00	0.36
PACCAR FINANCIAL CORP	3/1/2022	499,560.00	512,190.00	0.19
PACCAR FINANCIAL CORP	5/10/2022	999,460.00	1,025,990.00	0.30
PACCAR FINANCIAL CORP	8/11/2023	449,410.50	449,446.50	0.40
PEPSICO INC	5/1/2023	923,168.50	933,861.50	0.29
PEPSICO INC	10/7/2023	524,700.75	526,748.25	0.27
PFIZER INC	3/11/2022	424,974.50	435,208.50	0.25
CHARLES SCHWAB CORP	3/18/2024	1,279,360.00	1,286,540.80	0.57
TOYOTA MOTOR CREDIT CORP	1/11/2022	3,686,662.50	3,817,200.00	0.29
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,149,871.00	2,145,141.00	0.53
UNILEVER CAPITAL CORP	3/7/2022	1,990,320.00	2,051,180.00	0.25
AMERICAN HONDA FINANCE CORP	11/16/2022	2,021,300.00	2,069,660.00	0.45
AMERICAN HONDA FINANCE CORP	1/12/2024	1,585,215.00	1,618,590.00	0.67
APPLE INC	5/3/2023	1,977,040.00	2,089,320.00	0.25
APPLE INC	2/23/2023	2,949,060.00	3,132,540.00	0.28
BANK OF AMERICA CORP	1/11/2023	3,034,740.00	3,151,590.00	0.44
BANK OF NEW YORK MELLON CORP	1/29/2023	2,944,320.00	3,136,380.00	0.33
BERKSHIRE HATHAWAY INC	3/15/2023	2,924,460.00	3,134,430.00	0.24
BERKSHIRE HATHAWAY INC	3/15/2023	2,014,300.00	2,089,620.00	0.24
DEERE & CO	6/8/2022	1,466,700.00	1,532,520.00	0.28
JOHN DEERE CAPITAL CORP	1/17/2024	3,512,504.35	3,513,242.50	0.47
GENERAL DYNAMICS CORP	5/11/2021	3,985,000.00	4,011,080.00	0.50
ORACLE CORP	5/15/2022	3,897,640.00	4,078,000.00	0.45
PACCAR FINANCIAL CORP	9/26/2022	1,498,170.00	1,536,030.00	0.38
PACCAR FINANCIAL CORP	2/7/2023	2,274,886.25	2,337,972.00	0.40
PACCAR FINANCIAL CORP	2/2/2024	1,618,120.80	1,612,612.80	0.51
CHARLES SCHWAB CORP	5/21/2021	1,554,953.35	1,558,218.85	-0.47
CHARLES SCHWAB CORP	3/18/2024	2,333,832.50	2,346,931.85	0.57
CHARLES SCHWAB CORP	3/18/2024	2,006,720.00	2,010,220.00	0.57
TOYOTA MOTOR CREDIT CORP	4/13/2021	2,488,525.00	2,501,350.00	1.31
U.S. BANCORP	2/5/2024	2,107,940.00	2,152,680.00	0.58
U.S. BANCORP	7/30/2024	2,662,075.00	2,634,450.00	0.72
VISA INC	12/14/2022	1,962,480.00	2,077,380.00	0.27
WALMART INC	6/26/2023	3,083,010.00	3,199,620.00	0.30
WALMART INC	6/26/2023	2,056,460.00	2,133,080.00	0.30
AMERICAN EXPRESS CO	8/1/2022	3,103,260.00	3,080,610.00	0.34
ASSOCIATION OF AMERICAN MEDICAL COLLEGES	10/1/2022	2,990,000.00	3,018,285.40	1.29
TRUIST FINANCIAL CORP	6/20/2022	2,339,167.50	2,319,232.50	0.33
TRUIST FINANCIAL CORP	3/16/2023	2,947,817.00	3,048,205.50	0.41
BAYCARE HEALTH SYSTEM INC	11/15/2022	1,456,344.00	1,488,945.60	0.50
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	3,053,289.20	3,070,000.05	0.43
CREDIT SUISSE AG (NEW YORK BRANCH)	2/2/2024	2,655,000.00	2,624,839.20	0.90
GEORGIA-PACIFIC LLC	5/15/2024	3,064,049.85	3,050,809.05	0.78
HONEYWELL INTERNATIONAL INC	8/19/2022	4,015,000.00	4,018,693.80	0.24
HUNTINGTON NATIONAL BANK	8/7/2022	2,024,431.10	2,023,071.80	0.37
KEYBANK NA	11/22/2021	1,785,864.60	1,853,902.76	0.29
KEYBANK NA	11/22/2021	1,953,600.00	2,028,340.00	0.29
MASSMUTUAL GLOBAL FUNDING II	6/9/2023	3,982,648.85	4,018,035.65	0.47
NATIONAL SECURITIES CLEARING CORP	4/23/2023	3,162,024.90	3,213,835.95	0.45
NEW YORK LIFE GLOBAL FUNDING	5/5/2023	2,084,562.15	2,114,648.70	0.42
PACIFIC LIFE GLOBAL FUNDING II	9/23/2023	2,022,468.75	2,020,869.00	0.58
PROTECTIVE LIFE GLOBAL FUNDING	6/9/2023	3,500,000.00	3,545,500.00	0.48
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,544,847.30	2,539,248.30	0.53
VIRGINIA ELECTRIC AND POWER CO	3/15/2023	2,087,580.00	2,073,580.00	0.58
ADOBE INC	2/1/2023	1,103,486.15	1,132,039.35	0.36
AMERICAN EXPRESS CO	5/20/2022	1,558,128.00	1,598,828.40	0.37
AMERIPRISE FINANCIAL INC	3/22/2022	1,535,888.20	1,580,255.60	0.31
AMERIPRISE FINANCIAL INC	3/22/2022	119,877.60	123,136.80	0.31
APPLE INC	1/13/2023	647,825.00	648,025.00	0.23
APPLE INC	5/11/2023	1,441,069.60	1,459,522.25	0.27
TRUIST FINANCIAL CORP	6/20/2022	2,048,120.00	2,061,540.00	0.33
TRUIST FINANCIAL CORP	3/16/2023	1,943,560.70	2,009,749.05	0.41
BANK OF AMERICA CORP	5/17/2022	1,075,000.00	1,078,999.00	0.58
BANK OF NEW YORK MELLON CORP	4/28/2023	1,352,323.95	1,381,395.57	0.43
CATERPILLAR FINANCIAL SERVICES CORP	11/29/2022	859,078.00	880,302.50	0.39
CATERPILLAR FINANCIAL SERVICES CORP	9/7/2021	1,713,679.45	1,736,471.80	0.26
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	1,353,116.55	1,387,072.85	0.24
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	1,469,323.80	1,507,911.30	0.36
CHEVRON CORP	5/11/2023	455,000.00	462,575.75	0.35
CISCO SYSTEMS INC	9/20/2021	1,894,243.00	1,912,217.00	0.18
CITIGROUP INC	12/8/2021	1,012,830.00	1,015,890.00	0.26
CITIZENS BANK NA	5/13/2021	1,493,725.00	1,490,700.30	1.13
COMERICA INC	7/31/2023	2,120,020.00	2,138,420.00	0.60
CONSUMERS ENERGY CO	6/1/2023	579,802.80	579,014.00	0.43
JOHN DEERE CAPITAL CORP	6/13/2022	1,438,142.40	1,468,526.40	0.29
JOHN DEERE CAPITAL CORP	4/6/2023	519,875.20	528,221.20	0.41
DUKE ENERGY CAROLINAS LLC	3/15/2023	2,502,051.75	2,565,189.00	0.45
ERP OPERATING LP	4/15/2023	1,933,786.40	1,922,961.32	0.50
ENERGY LOUISIANA LLC	11/17/2023	759,863.20	760,995.60	0.41
ENERGY LOUISIANA LLC	11/17/2023	740,355.20	740,969.40	0.41
FIFTH THIRD BANK NA (OHIO)	1/30/2023	1,473,761.00	1,512,273.25	0.35

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HUNTINGTON NATIONAL BANK	2/3/2023	1,568,681.20	1,605,607.60	0.50
KEYBANK NA	3/7/2023	694,840.24	705,501.52	0.45
KEYBANK NA	3/7/2023	311,595.00	316,842.00	0.45
KEYBANK NA	3/7/2023	150,524.50	153,140.30	0.45
KEYBANK NA	3/7/2023	821,620.13	831,182.18	0.45
MORGAN STANLEY	5/19/2022	1,912,255.00	1,950,464.00	0.40
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	4/25/2022	1,208,052.00	1,223,136.00	0.43
NIKE INC	3/27/2025	134,816.40	142,248.15	1.00
PNC BANK NA	7/22/2022	1,925,000.00	1,935,991.75	0.38
PNC BANK NA	2/24/2023	315,000.00	318,893.40	0.36
PACCAR FINANCIAL CORP	9/26/2022	714,127.70	732,174.30	0.38
PACCAR FINANCIAL CORP	2/7/2023	1,999,900.00	2,055,360.00	0.40
PRECISION CASTPARTS CORP	1/15/2023	1,965,015.00	2,012,907.00	0.40
CHARLES SCHWAB CORP	3/18/2024	1,754,122.50	1,763,968.05	0.57
TRUIST BANK	5/17/2022	1,978,990.20	2,032,470.00	0.26
WALMART INC	12/15/2022	1,323,622.40	1,324,800.00	0.19
WELLS FARGO BANK NA	10/22/2021	1,789,803.10	1,817,941.90	0.31
SUB-TOTAL		212,833,056.47	216,547,602.05	
<u>MORTGAGE AND ASSET-BACK SECURITIES</u>				
ALLYA 2019-1 A3	9/15/2023	929,020.67	942,047.85	0.74
BMWLT 2021-1 A3	1/25/2024	769,975.59	769,214.60	0.36
COMET 2019-2 A	9/15/2022	2,749,307.55	2,805,357.50	0.33
COPAR 2019-1 A3	11/15/2023	758,826.54	770,160.09	0.59
CARMX 2020-4 A3	8/15/2025	474,895.45	475,717.25	0.44
CARMX 2021-1 A3	12/15/2025	649,871.56	648,329.50	0.44
DCENT 2019-3 A	10/15/2024	999,785.20	1,024,080.00	0.33
FNA 2012-M5 A2	2/25/2022	528,341.47	535,790.32	1.09
FNA 2013-M1 A2	8/25/2022	833,171.37	842,088.24	0.25
FNA 2013-M7 A2	12/25/2022	667,450.68	675,876.32	0.10
FHMS K-018 A2	1/25/2022	3,158,724.25	3,222,102.87	0.33
FHMS K-019 A2	3/25/2022	2,336,456.85	2,403,091.83	0.31
FHMS K-020 A1	1/25/2022	42,909.39	43,993.76	0.27
FHMS K-022 A2	7/25/2022	1,204,406.25	1,227,096.00	0.37
FHMS K-023 A1	4/25/2022	325,463.00	335,568.14	0.28
FHMS K-023 A2	8/25/2022	1,775,839.84	1,792,210.00	0.36
FHMS K-026 A2	11/25/2022	3,462,687.50	3,508,018.00	0.33
FHMS K-026 A2	11/25/2022	510,800.78	515,885.00	0.33
FHMS K-029 A1	10/25/2022	218,319.43	221,318.34	0.20
FHMS K-029 A1	10/25/2022	398,847.93	404,833.85	0.20
FHMS K-034 A1	2/25/2023	738,452.82	757,712.14	0.26
FHMS K-035 A1	3/25/2023	605,866.91	620,959.39	0.24
FHMS K-717 A2	9/25/2021	757,167.34	761,804.21	0.34
FHMS K-720 A2	6/25/2022	2,196,304.69	2,247,300.00	0.39
FHMS K-720 A2	6/25/2022	1,005,312.50	1,021,500.00	0.39
FHMS K-P05 A	7/25/2023	228,490.14	233,263.99	1.01
FHMS K-J27 A1	7/25/2024	993,293.15	1,023,881.35	0.46
FITAT 2019-1 A3	12/15/2023	485,711.94	492,931.11	0.64
FORDL 2019-A A3	5/15/2022	215,044.33	215,519.22	0.05
FORDO 2021-A A3	8/15/2025	859,927.50	858,460.60	0.38
GMCAR 2019-1 A3	11/16/2023	1,321,847.52	1,339,972.98	0.14
GMCAR 2020-3 A3	4/16/2025	899,794.08	901,485.00	0.37
GMCAR 2020-4 A3	8/18/2025	424,909.18	424,783.25	0.40
GMALT 2021-1 A3	2/20/2024	1,084,888.90	1,083,090.40	0.38
GMALT 2019-3 A3	6/20/2022	578,049.54	580,726.38	0.65
HDMOT 2020-A A3	10/15/2024	874,809.16	888,516.25	0.48
HAROT 2018-4 A3	1/15/2023	570,581.85	578,165.73	0.62
HAROT 2018-3 A3	8/22/2022	494,516.12	498,684.08	0.70
HALST 2021-A A3	1/16/2024	494,938.22	494,688.15	0.37
HART 2019-A A3	6/15/2023	339,493.31	343,799.20	0.59
MBALT 2020-B A3	11/15/2023	259,986.82	260,455.00	0.26
MBART 2020-1 A3	2/18/2025	624,951.19	627,000.00	0.37
MBART 2018-1 A3	1/15/2023	526,275.95	530,727.57	0.72
MBALT 2019-A A3	11/15/2021	175,935.96	176,259.57	-0.27
NALT 2019-B A3	7/15/2022	427,564.68	429,645.67	0.20
NAROT 2018-C A3	6/15/2023	582,747.45	591,607.85	0.72
NAROT 2020-B A3	7/15/2024	1,149,968.49	1,154,186.00	0.30
NAROT 2018-B A3	3/15/2023	738,182.50	746,762.23	0.83
NAROT 2019-C A3	7/15/2024	899,952.48	916,308.00	0.49
NAROT 2019-A A3	10/16/2023	1,836,482.60	1,865,983.73	0.74
NALT 2019-A A3	3/15/2022	106,580.05	107,046.12	-0.38
TAOT 2018-D A3	3/15/2023	617,206.33	625,408.50	0.26
TAOT 2018-B A3	9/15/2022	457,442.07	460,605.28	0.47
TAOT 2019-C A3	9/15/2023	1,099,990.98	1,113,035.00	0.44
VZOT 2020-B A	2/20/2025	799,832.00	802,064.00	0.32
VZOT 2019-C A1A	4/22/2024	1,424,890.13	1,449,510.00	0.27
VZOT 2020-A A1A	7/22/2024	999,882.90	1,020,010.00	0.31
VWALT 2019-A A3	11/21/2022	899,985.78	909,450.00	0.06
VALET 2018-2 A3	4/20/2023	1,255,862.61	1,271,966.04	0.07
WOART 2020-B A3	5/15/2025	999,921.60	1,003,660.00	0.44
HAROT 2020-1 A3	4/22/2024	2,939,423.76	2,987,657.40	0.48
HAROT 2019-3 A3	8/15/2023	2,764,977.05	2,799,645.45	0.37
JDOT 2019-B A3	12/15/2023	1,331,850.55	1,350,090.52	0.46
JDOT 2020 A3	8/15/2024	2,124,870.16	2,143,466.25	0.48
MBALT 2020-A A3	12/15/2022	1,409,814.16	1,425,129.30	0.12
NAROT 2019-C A3	7/15/2024	2,954,843.98	3,008,544.60	0.49
TAOT 2020-D A3	1/15/2025	1,689,685.15	1,691,385.80	0.31
TAOT 2021-A A3	5/15/2025	3,699,313.28	3,691,786.00	0.36
BACCT 2018-2 A	9/15/2023	3,056,678.52	3,013,070.20	0.35
BACCT 2018-2 A	9/15/2023	1,086,593.36	1,071,091.40	0.35
BMWLT 2019-1 A4	8/22/2022	4,789,968.75	4,748,199.75	0.15
CNH 2020-A A2	7/17/2023	508,465.81	509,790.08	0.48
CARMX 2019-3 A2A	12/15/2022	0.01	0.01	0.55
CARMX 2020-1 A3	12/16/2024	1,024,798.90	1,047,888.25	0.57
CARMX 2020-1 A4	6/16/2025	4,262,480.39	4,249,900.04	0.81
FH G12952	12/1/2022	95,250.08	94,429.59	0.88
FNR 2012-50 VA	7/25/2023	43,214.04	42,058.57	0.78
FNA 2012-M9 A2	4/25/2022	274,974.63	276,932.15	0.48
FNA 2012-M9 A2	4/25/2022	56,659.24	57,064.81	0.48
FNA 2012-M17 A2	11/25/2022	388,204.47	411,436.88	0.28
FNR 2013-136 CV	6/25/2023	284,423.71	279,928.70	0.73
FHMS K-015 A2	7/25/2021	455,583.80	457,204.19	0.13
FHMS K-015 A2	7/25/2021	124,603.74	123,093.44	0.13
FHMS 2011-K016 A2	10/25/2021	2,068,553.29	2,092,463.06	0.48
FHMS 2011-K016 A2	10/25/2021	597,092.99	592,636.60	0.48
FHMS K-020 A2	5/25/2022	487,851.56	509,480.00	0.31
FHMS K-020 A2	5/25/2022	97,562.50	101,896.00	0.31
FHMS K-020 A2	5/25/2022	194,437.50	203,792.00	0.31
FHMS K-021 A2	6/25/2022	979,257.81	1,020,920.00	0.35

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FHMS K-023 A1	4/25/2022	32,409.54	33,556.81	0.28
FHMS K-023 A1	4/25/2022	158,493.89	161,911.63	0.28
FHMS K-025 A1	4/25/2022	102,034.33	103,447.36	0.37
FHMS K-025 A2	10/25/2022	500,603.91	505,180.20	0.44
FHMS K-025 A2	10/25/2022	3,611,499.61	3,644,514.30	0.44
FHMS K-S01 A2	1/25/2023	202,790.80	213,238.32	0.27
FHMS K-027 A1	9/25/2022	33,820.32	35,040.74	0.25
FHMS K-027 A2	1/25/2023	2,101,558.59	2,176,356.00	0.34
FHMS K-027 A2	1/25/2023	1,875,366.21	1,943,175.00	0.34
FHR 4285 BA	12/15/2023	533,093.27	532,516.32	0.37
FHMS K-041 A1	8/25/2024	1,957,273.03	1,943,292.43	0.44
FHMS K-046 A1	1/25/2025	654,997.40	654,899.84	0.22
FHMS K-047 A1	12/25/2024	732,895.37	749,293.48	0.24
FHMS K-050 A1	1/25/2025	2,829,505.05	2,812,856.84	0.20
FN AM0359	8/1/2022	2,661,723.45	2,681,173.64	1.31
FN AM1999	7/1/2021	2,168,738.56	2,228,702.48	1.69
FN AN0429	1/1/2025	989,812.71	979,440.85	1.04
FNR 0338C MP	5/25/2023	186,489.10	186,330.01	0.87
FNR 0338C MP	5/25/2023	205,273.21	204,605.74	0.87
FNR 0333J LB	5/25/2023	116,018.60	115,760.84	1.27
FNR 0364L HQ	7/25/2023	124,603.42	125,151.68	0.81
FHR 2666 OD	8/15/2023	115,604.70	116,254.79	0.82
FHR 2666 OD	8/15/2023	120,278.71	120,754.97	0.82
FHR 2756 KA	2/15/2024	461,396.16	456,936.50	1.16
FNR 2008-45 DB	6/25/2023	171,676.33	171,584.41	0.30
FN BM6007	5/1/2023	507,524.79	499,422.70	1.18
FORDF 2017-3 A	9/15/2022	776,132.81	773,227.50	0.35
FORDF 2020-1 A1	9/15/2025	1,007,617.19	1,002,090.00	0.61
GMALT 2020-2 B	7/22/2024	4,078,992.65	4,163,272.80	0.33
MMAF 20B A3	8/14/2025	3,469,950.38	3,462,331.30	0.60
MMAF 20A A2	4/9/2024	1,650,538.79	1,657,196.04	0.19
NAROT 2017-C A3	4/18/2022	3,721.35	3,724.47	0.37
NAROT 2017-C A3	4/18/2022	2,331.62	2,370.12	0.37
PFSFC 2019-A A2	4/15/2024	517,893.52	515,655.48	0.43
PFSFC 20B A	6/17/2024	1,564,789.51	1,579,538.85	0.44
PFSFC 20E A	10/15/2025	302,156.25	301,779.00	0.76
PFSFC 20E A	10/15/2025	1,007,421.87	1,005,930.00	0.76
SCART 20A A	10/15/2024	1,797,517.79	1,812,153.90	0.57
TFET 191 A3	4/24/2023	1,974,661.88	2,000,398.50	0.33
BMWLT 2021-1 A4	7/25/2024	1,349,946.41	1,347,448.50	0.46
COPAR 2020-1 A3	11/15/2024	2,129,547.16	2,163,547.50	0.60
DRIVE 2020-2 A3	5/15/2024	629,975.93	632,236.50	0.42
FNA 2011-M5 A2	7/25/2021	175,957.32	170,462.96	-0.05
FHMS K-020 A2	5/25/2022	2,714,871.09	2,751,192.00	0.31
FHMS K-SMC A2	1/25/2023	1,483,888.67	1,549,987.40	0.30
FHMS K-SMC A2	1/25/2023	2,030,198.44	2,122,130.40	0.30
FHMS K-SMC A2	1/25/2023	410,500.00	416,104.00	0.30
FHMS K-717 A2	9/25/2021	1,576,774.39	1,571,221.17	0.34
FHMS K-724 A1	3/25/2023	911,973.37	932,171.33	0.44
FHMS K-J33 A1	12/25/2025	1,446,325.38	1,436,044.57	0.65
FHMS K-727 A2	7/25/2024	4,493,337.89	4,434,544.80	0.83
FHMS K-J23 A2	12/25/2022	1,233,158.01	1,240,312.69	1.08
FHMS K-J30 A1	1/25/2025	1,586,671.86	1,580,529.75	0.65
HDMOT 2019-A A3	2/15/2024	3,481,370.96	3,523,872.74	0.53
HAROT 2019-3 A3	8/15/2023	1,809,984.98	1,832,679.30	0.37
JDOT 2019 A3	7/17/2023	1,280,907.81	1,299,141.08	0.77
JDOT 2020 A3	8/15/2024	2,799,828.92	2,824,332.00	0.48
MBALT 2020-A A3	12/15/2022	1,029,864.25	1,041,051.90	0.12
SDART 2020-2 A3	4/15/2024	859,901.01	862,055.40	0.33
SDART 2020-3	7/15/2024	2,469,763.87	2,473,260.40	0.39
SDART 2021-1 A3	9/16/2024	2,949,875.51	2,948,525.00	0.35
TAOT 2018-A A3	5/16/2022	0.00	0.00	0.34
TAOT 2019-C A3	9/15/2023	1,829,984.99	1,851,685.50	0.44
VWALT 2019-A A3	11/21/2022	849,986.57	858,925.00	0.06
SUB-TOTAL		176,483,377.74	178,131,522.19	

Municipal Debt

CALIFORNIA EARTHQUAKE AUTH REV	7/1/2022	815,000.00	825,831.35	0.26
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2022	625,000.00	625,937.50	0.26
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	230,000.00	229,866.60	0.44
CALIFORNIA ST UNIV REV	11/1/2023	1,000,000.00	1,000,660.00	0.45
CONNECTICUT ST	7/1/2023	226,343.25	232,877.25	0.44
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	1,025,000.00	1,034,512.00	1.03
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	760,000.00	761,094.40	0.38
MARYLAND ST	8/1/2023	2,125,000.00	2,131,800.00	0.27
MISSISSIPPI ST	11/1/2023	925,000.00	928,857.25	0.26
NEW JERSEY ST TPK AUTH TPK REV	1/1/2025	850,000.00	841,984.50	1.16
NEW YORK ST URBAN DEV CORP REV	3/15/2023	915,000.00	910,370.10	0.74
NEW YORK ST URBAN DEV CORP REV	3/15/2024	2,790,000.00	2,762,490.60	0.96
PORT AUTH N Y & N J	7/1/2023	1,125,000.00	1,141,751.25	0.42
PORT AUTH N Y & N J	7/1/2023	1,101,416.70	1,111,304.55	0.42
NEW YORK ST	2/15/2024	3,000,000.00	3,130,050.00	0.49
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	2,865,000.00	2,914,765.05	0.39
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,105,500.00	1,119,107.00	0.39
CALIFORNIA HEALTH FACs FING AUTH REV	6/1/2021	2,140,000.00	2,145,649.60	0.31
CALIFORNIA ST	4/1/2024	3,239,373.40	3,311,469.85	0.53
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2024	2,120,000.00	2,109,251.60	0.70
CHAFFEY CMNTY COLLEGE DIST CALIF	6/1/2022	715,000.00	725,296.00	0.37
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2022	1,000,000.00	1,017,590.00	0.33
COOPERATIEVE RABOBANK UA (NEW YORK BRANCH)	1/12/2024	4,332,008.85	4,311,937.80	0.57
EL CAJON CALIF	4/1/2023	610,000.00	609,884.10	0.66
EL CAJON CALIF	4/1/2024	540,000.00	537,867.00	1.06
EL DORADO CALIF IRR DIST REV	3/1/2023	720,000.00	725,644.80	0.46
EL DORADO CALIF IRR DIST REV	3/1/2024	720,000.00	728,035.20	0.69
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2022	715,000.00	725,546.25	0.63
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2024	715,000.00	737,565.40	1.02
LOS ANGELES CALIF DEPT ARPTS ARPT REV	5/15/2021	1,006,380.00	1,002,250.00	0.45
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	1,620,000.00	1,614,913.20	0.52
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	900,000.00	899,928.00	0.52
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2023	720,000.00	717,638.40	0.78
LOS ANGELES CNTY CALIF PUB WKS FING AUTH LEASE REV	12/1/2021	1,537,050.00	1,528,350.00	0.34
MASSACHUSETTS ST SCH BLDG AUTH DEDICATED SALES TAX	10/15/2022	1,800,000.00	1,846,836.00	0.27
MASSACHUSETTS ST WTR RES AUTH IAM COMPL PAPER NTS 3	8/1/2023	2,365,000.00	2,443,730.85	0.34
MISSISSIPPI ST	11/1/2023	4,540,000.00	4,558,931.80	0.26
OHIO ST SPL OBLIG	10/1/2023	1,180,000.00	1,184,130.00	0.42
OHLONE CALIF CMNTY COLLEGE DIST	8/1/2022	800,000.00	815,160.00	0.27
PASADENA CALIF PUB FING AUTH LEASE REV	12/1/2021	400,000.00	407,384.00	0.46
PENNSYLVANIA ST TPK COMM TPK REV	12/1/2021	876,767.50	886,287.50	0.34
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2023	865,000.00	863,512.20	0.49
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2021	480,000.00	485,246.40	0.48

**Orange County Transportation Authority
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<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>REQUIRED AMOUNT</u>	<u>YIELD</u>
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2022	400,000.00	410,276.00	0.61
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2022	2,420,000.00	2,456,421.00	0.53
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2022	1,500,000.00	1,533,405.00	0.26
SAN DIEGO CNTY CALIF WTR AUTH WTR REV	5/1/2024	1,440,000.00	1,443,556.80	0.51
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,138,837.50	2,184,932.95	0.50
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2023	1,635,140.00	1,693,611.15	0.74
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2021	290,000.00	290,539.40	0.15
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2022	430,000.00	432,915.40	0.22
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2023	430,000.00	431,380.30	0.37
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2023	2,590,000.00	2,604,840.70	0.43
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2024	2,625,000.00	2,639,621.25	0.66
UTAH HSG CORP SINGLE FAMILY MTG REV	1/1/2022	1,300,000.00	1,314,196.00	0.64
UTAH HSG CORP SINGLE FAMILY MTG REV	7/1/2022	545,000.00	554,444.85	0.75
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2022	560,000.00	563,578.40	0.44
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	720,000.00	728,791.20	0.57
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	722,793.60	728,791.20	0.57
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	728,517.60	728,791.20	0.57
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	1,275,187.50	1,289,475.00	0.28
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	3,700,000.00	3,826,984.00	0.46
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,534,485.00	1,526,055.00	0.39
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	790,000.00	816,615.10	0.54
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2023	365,000.00	374,274.65	0.34
CALIFORNIA ST	3/1/2022	901,032.00	873,254.25	0.26
CALIFORNIA ST	4/1/2021	3,000,120.00	3,000,000.00	0.00
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	597,068.67	578,890.94	0.52
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	333,842.71	335,756.69	0.52
CALIFORNIA ST UNIV REV	11/1/2023	1,090,000.00	1,090,719.40	0.45
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	875,000.00	871,631.25	0.56
CONTRA COSTA CALIF CMNTY COLLEGE DIST	8/1/2021	1,000,000.00	1,004,900.00	0.23
LOS ALTOS CALIF SCH DIST	8/1/2023	2,790,000.00	2,800,406.70	-2.62
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2025	1,600,000.00	1,575,984.00	1.29
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	1,019,560.00	1,038,580.00	0.54
MASSACHUSETTS (COMMONWEALTH OF)	5/1/2022	1,186,968.00	1,168,648.20	0.31
OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	2/1/2023	1,058,440.00	1,050,240.00	0.58
PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO	10/1/2022	1,114,074.90	1,129,481.55	0.64
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2024	1,410,000.00	1,403,542.20	0.77
RIVERSIDE CALIF UNIV SCH DIST	2/1/2022	750,000.00	759,442.50	0.29
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	1,375,000.00	1,419,976.25	0.60
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	1,500,000.00	1,506,030.00	0.61
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	890,000.00	898,900.00	0.64
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2021	1,285,000.00	1,292,298.80	0.23
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	1,325,000.00	1,343,271.75	0.43
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT	11/1/2022	630,000.00	646,587.90	0.28
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2021	2,800,000.00	2,805,544.00	0.54
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,350,000.00	2,414,366.50	0.51
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTF5	12/1/2021	375,000.00	382,031.25	0.48
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022	1,637,622.60	1,625,188.00	0.44
SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV	7/1/2023	2,735,000.00	2,739,266.60	0.46
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	1,577,512.50	1,577,373.00	0.31
UNIVERSITY CALIF REVS	5/15/2021	860,000.00	861,840.40	0.36
UNIVERSITY CALIF REVS	5/15/2022	1,926,739.20	1,984,051.20	0.30
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2022	2,460,000.00	2,468,979.00	0.25
VALLEJO CALIF WTR REV	5/1/2023	840,000.00	852,902.40	0.73
SUB-TOTAL		129,572,781.49	130,716,876.63	
Variable & Floating Rate				
BANK OF AMERICA CORP	3/5/2024	1,064,260.00	1,055,100.00	0.67
BANK OF AMERICA CORP	5/19/2024	1,425,000.00	1,448,469.75	0.71
CARMX 2020-3 A3	3/17/2025	774,867.17	778,200.75	0.40
CITIGROUP INC	10/30/2024	2,500,000.00	2,498,175.00	0.77
CITIGROUP INC	11/4/2022	600,000.00	606,342.00	0.53
GMALT 2020-3 A3	8/21/2023	624,940.13	626,325.00	0.25
GMCAR 2021-1 A3	10/16/2025	369,941.10	369,604.10	0.39
GOLDMAN SACHS GROUP INC	11/17/2023	1,675,000.00	1,675,134.00	0.59
JPMORGAN CHASE & CO	6/1/2024	1,575,000.00	1,607,145.75	0.87
JPMORGAN CHASE & CO	9/16/2024	300,000.00	300,570.00	0.64
JPMORGAN CHASE & CO	2/16/2025	815,000.00	808,879.35	0.82
JPMORGAN CHASE & CO	3/16/2024	1,000,000.00	1,004,200.00	0.54
MORGAN STANLEY	1/25/2024	1,535,000.00	1,532,144.90	0.57
NALT 2020-B A3	10/16/2023	424,956.27	425,629.00	0.31
JDOT 2021 A3	9/15/2025	1,454,720.35	1,449,281.85	0.52
BANK OF AMERICA CORP	12/20/2023	2,879,411.20	2,849,627.40	0.66
BANK OF AMERICA CORP	10/24/2024	2,256,637.50	2,255,467.50	0.71
BANK OF AMERICA CORP	10/24/2024	802,424.00	801,944.00	0.71
CITIGROUP INC	11/4/2022	3,140,000.00	3,173,189.80	0.53
FNA 2014-M6 A2	5/25/2021	29,818.29	30,225.96	1.07
FN AL3382	3/1/2023	729,230.19	736,549.54	1.23
GOLDMAN SACHS GROUP INC	11/17/2023	3,560,000.00	3,560,284.80	0.59
GOLDMAN SACHS GROUP INC	11/17/2023	3,604,680.00	3,600,288.00	0.59
JPMORGAN CHASE & CO	12/5/2024	964,932.50	949,261.25	0.81
JPMORGAN CHASE & CO	12/5/2024	3,132,832.40	3,081,030.80	0.81
JPMORGAN CHASE & CO	12/5/2024	3,961,872.00	3,905,532.00	0.81
KEYBANK NA	2/1/2022	4,180,000.00	4,200,398.40	0.30
MORGAN STANLEY	11/10/2023	5,725,000.00	5,726,660.25	0.52
MORGAN STANLEY	11/10/2023	1,801,008.00	1,800,522.00	0.52
PNC BANK NA	2/24/2023	4,045,000.00	4,052,564.15	0.33
STATE STREET CORP	3/30/2023	1,750,000.00	1,792,892.50	0.37
WELLS FARGO & CO	6/2/2024	6,140,580.00	6,129,000.00	0.65
BANK OF AMERICA CORP	10/24/2024	2,155,000.00	2,160,236.65	0.71
CITIGROUP INC	10/30/2024	2,065,000.00	2,063,492.55	0.77
CITIBANK NA	5/20/2022	298,510.50	295,935.15	0.51
CITIBANK NA	5/20/2022	1,319,576.85	1,309,136.85	0.51
FNA 2014-M8 A2	6/25/2024	2,056,213.95	2,022,426.62	0.62
FNA 2018-M5 A2	9/25/2021	181,186.41	178,594.28	0.86
FHMS K-029 A2	2/25/2023	1,078,080.08	1,082,221.00	0.36
FHMS K-029 A2	2/25/2023	1,716,426.56	1,723,148.00	0.36
FHMS K-029 A2	2/25/2023	820,581.64	830,053.00	0.36
FHMS K-029 A2	2/25/2023	1,797,539.45	1,775,683.00	0.36
FHMS K-031 A2	4/25/2023	3,771,482.81	3,737,992.20	0.40
FHMS K-032 A2	5/25/2023	3,805,596.09	3,959,313.60	0.41
FHMS K-033 A2	7/25/2023	3,809,798.44	3,829,178.10	0.45
FHMS K-105 A	7/25/2024	1,143,213.25	1,145,248.17	0.25
FIRST REPUBLIC BANK	2/12/2024	500,000.00	511,700.00	0.64
GOLDMAN SACHS GROUP INC	6/5/2023	2,177,282.40	2,176,816.00	0.62
GOLDMAN SACHS GROUP INC	3/8/2024	2,115,000.00	2,113,265.70	0.66
GOLDMAN SACHS GROUP INC	10/31/2022	1,573,456.50	1,580,307.75	0.43
JPMORGAN CHASE & CO	9/16/2024	1,160,000.00	1,162,204.00	0.64
JPMORGAN CHASE & CO	2/16/2025	915,000.00	908,128.35	0.82
JPMORGAN CHASE & CO	3/16/2024	2,110,000.00	2,118,862.00	0.54
JDOT 2021 A3	9/15/2025	2,349,548.33	2,340,764.50	0.52
KEYBANK NA	1/3/2024	1,450,000.00	1,448,695.00	0.43

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MORGAN STANLEY	10/21/2025	615,000.00	611,623.65	0.96
MORGAN STANLEY	11/10/2023	1,160,000.00	1,160,336.40	0.52
MORGAN STANLEY	1/25/2024	1,840,000.00	1,836,577.60	0.57
PNC BANK NA	12/9/2022	1,640,000.00	1,658,089.20	0.42
WELLS FARGO BANK NA	9/9/2022	1,990,000.00	2,005,163.80	0.34
SUB-TOTAL		112,456,604.35	112,575,832.92	
<i>Supranationals</i>				
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	2,599,116.00	2,613,052.00	0.27
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	2,644,302.50	2,642,633.00	0.36
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	3/19/2024	5,349,700.00	5,305,750.00	0.42
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	3,043,442.50	3,041,521.00	0.36
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,934,593.40	1,960,725.60	0.21
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,177,726.00	1,193,706.00	0.21
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	811,863.00	822,895.20	0.21
INTER-AMERICAN DEVELOPMENT BANK	9/14/2022	10,484,250.00	10,730,790.00	0.23
SUB-TOTAL		28,044,993.40	28,311,072.80	
SHORT-TERM PORTFOLIO - TOTAL		\$ 1,627,823,892.95	\$ 1,635,176,212.56	
BOND PROCEEDS PORTFOLIO				
GUARANTEED INVESTMENT CONTRACT (GIC)				
<i>THE BANK OF NOVA SCOTIA</i>	4/1/2021	17,050,000.00	17,050,000.00	3.01%
<i>BNY MELLON-MONEY MARKET FUND</i>	N/A	154,054,342.15	154,054,342.15	0.06%
BOND PROCEEDS PORTFOLIO-TOTAL		\$ 171,104,342.15	\$ 171,104,342.15	
DEBT SERVICE RESERVE FUNDS				
91 EXPRESS LANES 2013 BONDS				
US BANK COMMERCIAL PAPER	4/7/2021	11,485,923.97	10,799,437.46	0.12%
FIRST AMERICAN TREAS OBLIGATIONS	N/A	481.67		0.01%
91 EXPRESS LANES 2013 BONDS - OPERATING & MAINTENANCE RESERVES			13,000,000.00	
BANK DEPOSITS	N/A	218,920.72		
OPERATING RESERVE	7/13/2021	3,098,667.86		0.13%
MAINTENANCE RESERVE	7/13/2021	10,495,487.92		0.13%
DEBT SERVICE RESERVE FUNDS - TOTAL		\$ 25,299,482.14		
TOTAL PORTFOLIO				
		\$ 2,010,631,059.08	\$ 2,017,983,378.69	



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Third Quarter Fiscal Year 2020-21 Procurement Status Report

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendation

Receive and file as an information item.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Third Quarter Fiscal Year 2020-21 Procurement Status Report

Overview

The third quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from January 1 through March 31, 2021, that was approved by the Board of Directors during this period. The third quarter procurement status report also projects future procurement activity for the fourth quarter as identified in the fiscal year 2020-21 budget.

Recommendation

Receive and file as an information item.

Background

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2020-21 Budget on June 8, 2020, which identifies the goods and services that will be purchased during the FY. A quarterly procurement report has been prepared detailing the procurement activity for line items that were approved by the Board during the third quarter of FY 2020-21. The report also provides a “look-ahead” of upcoming procurement activity by Board committee. The quarterly procurement report identifies contractual activity, not dollars spent.

Discussion

During the third quarter of FY 2020-21, the Contracts Administration and Materials Management Department handled 459 different contractual documents. Of the total, 270 procurements, valued at \$213,368,607, were

completed; the remaining procurements will be executed during the fourth quarter of FY 2020-21.

In the third quarter, the Board acted on 24 procurements. The procurements were split between 12 new agreements valued at \$53,379,203, three amendments valued at \$6,829,862, one construction change order valued at \$2,500,000, three cooperative agreements valued at \$256,312,850, one purchase order valued at \$460,332, one sole source agreement valued at \$644,296 and three option-term amendments valued at \$24,536,608. Not all procurements are completed within the quarter in which they begin. Often, the procurements require cost and price reviews, and negotiations which can lengthen the procurement process. Procurements not completed within the third quarter will be completed in the fourth quarter of FY 2020-21. Attachment A shows a list of Board-approved procurements during the third quarter.

Looking forward to the fourth quarter of FY 2020-21 (April through June 2021), the Board committees will be asked to take action on several items such as:

- Consultant selection for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project between Interstate 405 and Yale Avenue
- Consultant selection for Freeway Chokepoint Study
- Agreement to purchase battery chargers for 40-foot plug-in battery-electric buses
- Consultant selection for preliminary engineering/environmental services Irvine Station Improvements Project
- Consultant selection for construction of building repairs at Garden Grove Bus Base
- Consultant selection for Americans with Disabilities Act access improvements and pavement replacement at Fullerton Park-and-Ride
- Consultant selection for security program review and update

The estimated value of these upcoming procurements is \$22,272,767. Attachments B through F identify procurement activity anticipated in the fourth quarter of FY 2020-21 by the committee that will review the items.

Summary

This report provides an update of the procurement activity for the third quarter of FY 2020-21, January 2021 through March 2021, as well as a look-ahead at anticipated procurement activity for the fourth quarter of FY 2020-21. Staff recommends that this report be received and filed as an information item.

Attachments

- A. Board-Approved Contracts – Third Quarter FY 2020-2021
- B. Regional Planning and Highways Committee – Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)
- C. Transit Committee – Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)
- D. Finance and Administration Committee – Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)
- E. Legislative and Communications Committee – Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)
- F. Executive Committee – Fourth Quarter Outlook (April 1, 2021 – June 30, 2021)

Prepared by:



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Approved by:



Andrew Oftelie
Chief Financial Officer,
Finance and Administration
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Board-Approved Contracts - Third Quarter FY 2020-2021

AGREEMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
ChargePoint, Inc.	C02692	Provide up to 72 Electric Vehicle Charging Stations with Energy Management System	2/1/2021	1/31/2026	\$484,331
W.G. Zimmerman Engineering, Inc.	C02608	On-Call Support Staffing Services for the Regional Modeling Traffic Operations Section	3/1/2021	2/28/2023	\$400,000
Arellano Associates, LLC	C02622	Public Outreach Services for Upcoming Planning Studies	3/1/2021	2/28/2023	\$275,000
21Tech, LLC	C02272	Enterprise Asset Management System	4/15/2021	12/31/2028	\$5,061,529
Steer Davies & Gleave, Inc.	C02646	Orange County Mobility Hubs Strategy	4/1/2021	3/31/2022	\$291,371
Glenn Lukos Associates, Inc.	C02701	Measure M2 Environmental Mitigation Program	4/1/2021	3/31/2026	\$500,000
Veterans Towing, LLC	C02721	Freeway Service Patrol Services for Service Area 1	10/2/2021	10/2/2027	\$3,984,992
California Coach Orange, Inc.	C13311	Freeway Service Patrol Services for Service Areas 3, 5 and 10	10/2/2021	10/2/2027	\$16,170,275
California Roadside Service, LLC	C13312	Freeway Service Patrol Services for Service Area 6	10/2/2021	10/2/2027	\$4,868,234
Orange County Motor Club	C13313	Freeway Service Patrol Services for Service Area 8	12/4/2021	10/2/2027	\$5,431,156
CASE Emergency Systems	C02632	Call Box Maintenance Services to Maintain Call Boxes Operated Under the Orange County Service Authority for Freeway Emergencies Program	7/1/2021	6/30/2027	\$2,432,315
Stacy and Witbeck, Inc.	C02193	Construction of the Anaheim Canyon Metrolink Station Improvement Project	5/1/2021	11/30/2022	\$13,480,000
TOTAL NUMBER OF CONTRACTS					12
TOTAL DOLLAR VALUE					\$53,379,203

AMENDMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Outfront Media Group, LLC	C53076	Amendment No. 4 Eliminate the Minimum Annual Guarantee and Adopt a Payment Term Based Solely on a Revenue Sharing Arrangement through December 31, 2021	1/25/2021	12/31/2021	\$0
First Transit, Inc.	C41737	Amendment No. 12 Adjust the Rates for the Provision of Contracted Fixed Fixed-Route OC Bus Service	6/14/2020	5/31/2021	\$0
PGH Wong Engineering, Inc.	C60926	Amendment No. 11 Continued Construction Management Services for the OC Streetcar Project	3/22/2021	11/30/2021	\$6,829,862
TOTAL NUMBER OF AMENDMENTS					3
TOTAL DOLLAR VALUE					\$6,829,862

Board-Approved Contracts - Third Quarter FY 2020-2021

CONTRACT CHANGE ORDERS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
OC 405 Partners	C53843	Contract Change Order No. 57.2 Implement and Maintain an Archaeological Treatment Plan and Continue Archaeological Monitoring for the I-405 Improvement Project from SR 73 to I-605	3/4/2021	12/31/2025	\$2,500,000
TOTAL NUMBER OF CHANGE ORDERS					1
TOTAL DOLLAR VALUE					\$2,500,000

COOPERATIVE AGREEMENTS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
California Department of Transportation	C02726	Construction Capital and Construction Management Support Services for the SR 55 Improvement Project between I-405 and I-5	5/1/2021	6/30/2027	\$255,320,000
California Department of Transportation	C13300	Construction Contract for the SR 57 Northbound Improvement Project Between Orangewood Avenue And Katella Avenue	9/1/2021	12/31/2028	\$450,000
Southern California Regional Rail Authority	C13290	Construction Support Services for the SR 55 Improvement Project Between I-405 and I-5	5/1/2021	6/30/2025	\$542,850
TOTAL NUMBER OF CONTRACTS					3
TOTAL DOLLAR VALUE					\$256,312,850

PURCHASE ORDERS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Marsh USA, Inc.	A46898	91 Express Lanes Property, Flood, and Earthquake Insurance	3/1/2021	3/1/2022	\$460,332
TOTAL NUMBER OF CONTRACTS					1
TOTAL DOLLAR VALUE					\$460,332

SOLE SOURCE

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
S&A Systems, Inc.	C02615	Operation and Maintenance of the Current Fluid Management System	1/1/2021	12/31/2024	\$644,296
TOTAL NUMBER OF CONTRACTS					1
TOTAL DOLLAR VALUE					\$644,296

Board-Approved Contracts - Third Quarter FY 2020-2021

OPTION YEARS

Prime Vendor	Contract #	Contract Description	Eff Date	Exp Date	Amount
Mott MacDonald, LLC	C53767	Amendment No. 11 Exercise Option Term for Program Management Consultant Services for the Highway Programs Department	8/21/2021	8/23/2023	\$14,900,000
Init Innovations in Transportation, Inc.	C60942	Amendment No. 4 Exercise First Option Term for Extended Warranty Coverage for Mobile Ticketing Validators	5/1/2021	4/30/2022	\$136,608
Element Markets Renewable Energy, LLC	C53636	Amendment No. 8 Exercise Second Option Term Renewable Natural Gas and Consulting Services for Management of the Low Carbon Fuel Standard Program	4/1/2021	3/31/2023	\$9,500,000
TOTAL NUMBER OF AMENDMENTS					3
TOTAL DOLLAR VALUE					\$24,536,608

REGIONAL PLANNING and HIGHWAYS COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 5, 2021	Consultant Selection for Construction Management Support Services for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5	\$15,000,000	Capital Programs
	Consultant Selection for the Interstate 405 TransModeler Simulation Model Development	\$399,887	Planning
May 3, 2021	Supplemental Contract Change Order for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 - Archaeological Treatment Plan	\$3,000,000	Capital Programs
	Consultant Selection for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project Between Interstate 405 and Yale Avenue	\$14,791,000	Capital Programs
	Agreement with the City of San Juan Capistrano for State Route 74 Improvements	\$5,250,000	Planning
June 7, 2021	Consultant Selection for Freeway Chokepoint Study	\$300,000	Planning

TRANSIT COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 8, 2021	Consultant Selection for Detail Bus Cleaning and Pesticide Application Services	\$1,076,726	Operations
	Consultant Selection for Bus Restructuring Study	\$549,914	Planning
	Sole Source Agreement for Transmission Dynamometer Upgrade	\$68,540	Operations
<hr/>			
May 13, 2021	Amendment to Agreement with Cabco Yellow, Inc. dba California Yellow Cab to Exercise the Second Option Term for Same-Day Taxi Services	\$1,825,309	Operations
	Cooperative Agreements with Cities and Non-Profit Agencies Participating in the Senior Mobility Program	\$15,292,586	Operations
	Amendment to Cooperative Agreements with Special Agencies for the Provision of Special Transportation Services	\$3,715,842	Operations
	Cooperative Agreement with the County of Orange to Provide Measure M2 Funding for the Provision of Senior-Non-Emergency Medical Transportation	\$16,016,424	Operations
	Consultant Selection for Preliminary Engineering/ Environmental Services Irvine Station Improvements Project	\$4,400,000	Capital Programs

TRANSIT COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
	Cooperative Agreement with Southern California Regional Rail Authority for Irvine Station Improvements Project	\$0 (funding to OCTA)	Capital Programs
	Consultant Selection for Construction of Building Repairs at Garden Grove Bus Base	\$230,000	Capital Programs
	Consultant Selection for ADA Access Improvements and Pavement Replacement at Fullerton Park and Ride	\$800,000	Capital Programs
June 10, 2021	Agreement to Purchase Battery Chargers for 40-Foot Plug-In Battery-Electric Buses None	\$1,406,075	Operations

FINANCE AND ADMINISTRATION COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 14, 2021	None.		
April 28, 2021	Amendment to Cooperative Agreement with the Anaheim Transportation Network for Public Transit Services	\$3,504,231	Finance and Administration
	Amendment to the 91 Express Lanes Riverside County Transportation Commission/Orange County Transportation Authority Facility Agreement	\$931,300	Executive
	Amendment to Cooperative Agreement with the City of Laguna Beach for Public Transit Services	\$430,821	Finance and Administration

LEGISLATIVE AND COMMUNICATIONS COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 15, 2021	Consultant Selection for Customer Information Center	\$2,980,440	External Affairs
	Amendment to Agreement with Katz & Associates, Inc. to Exercise the Option Term for Public Outreach Services	\$465,634	External Affairs

EXECUTIVE COMMITTEE - Fourth Quarter Outlook (April 1, 2021 through June 30, 2021)

<u>Committee Date</u>	<u>Item Description</u>	<u>Estimated Value</u>	<u>Division</u>
April 5, 2021	None		
May 3, 2021	Security Program Review and Update	\$345,692	Executive
June 7, 2021	Amendment to Cooperative Agreement with the County of Orange, Orange County Sheriff's Department	\$11,893,757	Executive



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Andrea West

Subject: Regional Planning Update

Regional Planning and Highways Committee Meeting of May 3, 2021

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

Absent: None

Committee Vote

Following the discussion, no action was taken on this item.

Staff Recommendation

Receive and file as an information item.



May 3, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Regional Planning Update

Overview

Updates on regional planning matters are provided regularly to highlight transportation planning issues impacting the Orange County Transportation Authority and the Southern California region. This update focuses on the State's Climate Action Plan for Transportation Infrastructure, the California Transportation Plan 2050, the Southern California Association of Governments' preparations for the 2024 Regional Transportation Plan/Sustainable Communities Strategy, and a set of proposed Transportation Control Measure substitutions.

Recommendation

Receive and file as an information item.

Background

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

- Southern California Association of Governments (SCAG) Regional Council, policy committees, and technical working groups,
- State Route 91 (SR-91) Advisory Committee,
- Regional Chief Executive Officers meetings,
- South Coast Air Quality Management District working groups; and
- Interregional planning coordination meetings (OCTA, SCAG, the San Diego Association of Governments, and the California Department of Transportation [Caltrans] districts 7, 8, 11, and 12).

Staff most recently provided a regional planning update to the Board in November 2020. The status of items previously presented and other ongoing regional planning activities is recorded in a matrix that identifies lead agencies, a summary of each activity, key dates, as well as OCTA's interests and current involvement as summarized in Attachment A.

Since the November update, new activities have emerged concerning the State's Climate Action Plan for Transportation Infrastructure (CAPTI) and California Transportation Plan (CTP) 2050, the SCAG 2024 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and proposed substitutions of Transportation Control Measure (TCM) projects in the Federal Transportation Improvement Program (FTIP). A discussion of each of these new activities is provided below.

Discussion

CAPTI

On March 10, 2021, the California State Transportation Agency (CalSTA) released the draft CAPTI as a response to executive orders (N-19-19 and N-79-20) signed by Governor Newsom and targeted at reducing greenhouse gas (GHG) emissions from transportation and increasing the use of zero-emission vehicles. CAPTI outlines a framework for aligning the State's transportation funding investments with the State's climate, public health, and social equity goals.

CAPTI generally aims to prioritize state-directed funding, such as the State Highway Operation and Preservation Program (SHOPP) and Interregional Improvement Program, as well as competitive funding programs, such as SB 1 (Chapter 5, Statutes of 2017) Solutions for Congested Corridors Program (SCCP), Trade Corridor Enhancement Program (TCIP), and Local Partnership Program (LPP) (Attachment B). Projects that invest in zero-emission vehicles and multimodal transportation options, such as transit and active transportation projects, will be prioritized for funding while limiting future investments in projects that are believed to increase vehicle miles traveled (VMT), such as highway capacity projects. Other funding programs that are impacted but already adhere to these priorities are the Transit and Intercity Rail Capital Improvement Program and the Active Transportation Program (ATP).

Over the last few months, CalSTA has reached out to environmental stakeholders and advocates and held multiple meetings with other stakeholders to discuss CAPTI. The plan was also presented formally by CalSTA at the California Transportation Commission (CTC) on March 24, 2021, and at the

April 8, 2021 joint meeting of the CTC, California Air Resources Board (CARB), and California Department of Housing and Community Development. Several CTC Commissioners and CARB Board Members, as well as other commenters, indicated strong support for CAPTI. A central argument in support of CAPTI and the emphasis on VMT-reducing investments was that reducing VMT also improves public health, reduces infrastructure costs, and supports more efficient land use.

At both meetings, concerns were expressed by several CTC Commissioners and representatives from business, labor, and construction regarding CAPTI economic impacts to the construction industry and jobs, freight transportation, the State falling behind on road maintenance and rehabilitation, the shift in transportation funding priorities established in SB 1, and the impacts to lower-income households that commute long-distances to better-paying jobs. Additionally, representatives from the business community, labor, construction, and freight industries expressed that they were left out of the process, and in response, two workshop dates (April 20, 2021 and April 23, 2021) were added to engage with these stakeholders on CAPTI.

At the April 12, 2021 Board meeting, a presentation entitled, “State Plans and Policies Related to Climate Change” provided background on CAPTI, as well as a summary of challenges and opportunities resulting from the reframed state priorities. Challenges resulting from CAPTI include:

- Shifting expectations and commitments away from congestion reduction and transportation system preservation to reducing VMT and GHG emissions,
- Tying transportation funding to local agency actions on development projects (particularly for infill and affordable housing),
- Limiting flexibility for capacity projects that reduce National Ambient Air Quality Standards (NAAQS) pollutant emissions but increase VMT, and
- Limiting transit investment to start-up operations only with a lack of funding for long-term operations.

However, CAPTI also presents opportunities, including:

- Potential funding for both rail and bus transit capital projects, as well as pedestrian and bikeway improvements,
- Likely funding for zero-emission buses and charging infrastructure,
- Potential for funding some capacity projects if VMT increase can be mitigated, and
- Likely funding for efficiency improvements that employ technology (e.g., signal coordination).

In addition to the CTC-hosted CAPTI workshops on April 20 and 23, 2021, the public review period for CAPTI runs through May 19, 2021. OCTA will provide comments consistent with the challenges and opportunities noted above. Subsequent implementation of CAPTI will entail updates to guidelines to the Transit and Intercity Rail Capital Program, SHOPP, Interregional Transportation Improvement Program, ATP, SCCP, TCIP, and the LPP. OCTA will review and comment on changes to each of these funding programs as appropriate to address any conflicts with OCTA plans or projects.

CTP 2050

The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation vision for multimodal mobility and reducing GHG emissions. The CTP does not contain projects but includes policies and strategies intended to influence local and regional transportation plans. As noted in the November 2020 update, OCTA provided comments on Caltrans' Draft CTP 2050. OCTA's comments were addressed, but other changes between the draft and final plan are of note. For example, the final plan mirrored other efforts by the State to prioritize GHG emissions and VMT reductions and deemphasize addressing congestion. Specifically, the final plan removed all references in the CTP 2050 of impacts on vehicle hours of delay. Other notable changes include halving the assumed number of residents of California teleworking in the future (from 50 percent of Californians in the draft plan to 25 percent in the final plan) and adding several new performance measures and recommendations related to equity. Although no explanation is provided regarding the reduction in teleworking, data from the United States Census Bureau indicates that more than 70 percent of the highest-earning households (with annual incomes of \$200,000 or more) switched to teleworking during the coronavirus (COVID-19) pandemic while 30 percent of median income households (with annual incomes between \$50,000 and \$75,000) switched, and less than 13 percent of the lowest-earning households (with annual incomes of less than \$25,000) switched. Along with other additions related to equity addressed below, the revised assumptions related to teleworking may also reflect an equity consideration.

The final CTP 2050 included three new equity performance measures involving tracking:

- Number of communities and community-based organizations meaningfully engaged in the development of plans and projects,
- Air quality in low-income and disadvantaged communities, and
- Access to active travel modes in low-income and disadvantaged communities.

New equity recommendations included in the final CTP 2050 call for:

- Establishing policies to protect marginalized and disadvantaged communities from displacement and community fragmentation that may result from transportation investments, and
- Expanding requirements for funding programs to provide meaningful benefits to low-income and disadvantaged communities.

It is worth noting that the recommendation in the above bullet is already being incorporated into the state funding programs as part of CAPTI.

Caltrans is planning on releasing an Implementation Element later this calendar year. The final CTP 2050 identifies several new components that will be part of the Implementation Element, including to:

- Identify short- (five-year), mid- [five- to ten-year], and long-term [ten-plus-year] implementation actions, each with agency leads, process expectations, and anticipated outcomes,
- Identify initial financial needs and sources for short-term implementation actions, and
- Identify statutory changes that may be needed to implement the plan.

OCTA will review and provide input on the Implementation Element as appropriate to address any conflicts with OCTA plans or projects.

Caltrans is planning on completing the next CTP by 2025.

SCAG 2024 RTP/SCS

The RTP/SCS documents major transportation investments in the SCAG region over a 20-year horizon, at minimum, and is required to be updated every four years under state and federal law. While the most recent RTP/SCS was adopted in 2020, the development of the next RTP/SCS is underway, with a scheduled adoption in April 2024. SCAG plans on using the same branding (Connect SoCal) used in the recently adopted 2020 RTP/SCS and is focusing on process improvements and data updates and refinements. SCAG also plans on addressing how the COVID-19 pandemic recovery may impact long-term trends and the region's evolving needs, challenges, and opportunities.

Three key emphasis areas for the 2024 RTP/SCS are equity, climate change resilience, and closing the digital divide. SCAG currently has initiatives underway related to these emphasis areas, including:

- Racial Equity Early Action Plan – Provides a framework for internally and externally focused actions on equity and social justice,
- Regional Climate Adaptation Framework – Assists local and regional jurisdictions in managing the negative impacts of climate change, and
- Broadband Action Plan – Aims to increase broadband access in underserved communities.

The next Connect SoCal will be developed over four phases.

1. Foundations and Frameworks (now – early 2022): Initiate plan development process and establish plan goals.
2. Data Collection and Policy Development (early 2022 – early 2023): Collect input from local jurisdictions and county transportation commissions, conduct research, identify emerging regional trends, and discuss plan policies and strategies with stakeholders.
3. Outreach and Analysis (early 2023 – mid 2023): Conduct public workshops, incorporate feedback from outreach activities, and analyze data.
4. Draft Plan and Adoption (late 2023 – early 2024): Prepare a draft plan for public review and final plan for consideration by the SCAG Regional Council for adoption by April 2024.

TCM Substitution

Project schedules are regularly updated and amended in the SCAG FTIP. However, certain types of projects, known as committed TCM, may require a replacement project that can be implemented by a certain date before amending the FTIP. TCM's are transportation projects or programs that adjust trip patterns or otherwise influence vehicle use in ways that reduce air pollutant emissions. TCMs are considered "committed" if they have funds programmed for right-of-way or construction in the first two years of an approved SCAG FTIP.

TCMs are also included in the Air Quality Management Plan and State Implementation Plan to help demonstrate how NAAQS will be met for specific years. Calendar year 2023 is one of the key attainment years for the NAAQS. Therefore, committed TCMs that are scheduled to be open to public use by December 31, 2022, cannot be delayed without first demonstrating that a substitute can be implemented by December 31, 2022, and that it provides at least equivalent air quality benefits. This ensures the region stays on track to meet the 2023 NAAQS attainment requirement and is eligible to access federal transportation funds.

The Transportation Corridor Agencies (TCA) decided to delay the planned widening of the existing toll roads. These projects are identified as committed TCMs. TCA determined that toll road widenings were not needed in the near-term. These projects are located on the San Joaquin Hills Transportation Corridor (between Interstate 5 [I-5] in the City of San Juan Capistrano and approximately MacArthur Boulevard in the City of Irvine; FTIP Project ID: ORA10254), Eastern Transportation Corridor (along State Route 241/261/133 between I-5 and SR-91; FTIP Project ID: ORA050), and Foothill Transportation Corridor-North (between Oso Parkway and the Eastern Transportation Corridor; FTIP Project ID: ORA051). Because these toll road projects could have eased congestion on parallel routes (e.g., I-5) and help traffic move more freely in south Orange County, less air pollution would have been produced. Accordingly, it is necessary to identify projects that produce equivalent air quality benefit.

The County of Orange has cancelled the Hazard Avenue Bikeway Project (FTIP Project ID: ORA170205), which was also a committed TCM. Additionally, schedule updates to three OCTA projects (Anaheim Canyon Station [FTIP Project ID: ORA085004], Placentia Commuter Rail Transit Station [FTIP Project ID: ORA030612], and Paratransit Expansion Vehicle Purchase [FTIP Project ID: ORA130099]) also require TCM substitutions as the new completion dates would be beyond December 31, 2022.

OCTA is working with SCAG on the above substitution request. The goal of the effort is to transfer the TCM designation to a set of signal synchronization projects that will be programmed for implementation prior to December 31, 2022. Initial analysis has indicated these signal synchronization projects will have at least equivalent air quality benefits compared with the projects listed above. This is due to a significant decrease in tailpipe emissions that occurs when vehicles operate within an optimal speed range. OCTA will continue to analyze this set of projects in coordination with SCAG to ensure they meet all the necessary criteria. This process is anticipated to take between six to 12 months to finalize. An update on this effort will be provided to the Board in mid-2021.

Summary

Staff continues to coordinate 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 OCTA's interests. Staff will continue to keep the Board informed on the status of these ongoing activities.

Attachments

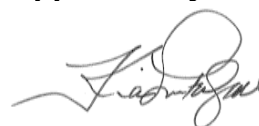
- A. Regional Planning Activities, May 2021
- B. Transportation Funding Programs Impacted by the Climate Action Plan for Transportation Infrastructure (CAPTI)

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Regional Planning Activities May 2021

California State Transportation Agency (CalSTA)

	Summary	Key Dates	Orange County Transportation Authority (OCTA) Interest	OCTA Role
Climate Action Plan for Transportation Infrastructure (CAPTI)	<p>On March 10, 2021, CalSTA released the draft CAPTI as a response to executive orders (N-19-19 and N-79-20) signed by Governor Newsom targeted at reducing greenhouse gas (GHG) emissions from transportation and increasing use of zero-emission vehicles. CAPTI outlines a framework for aligning the State's transportation funding investments with the State's climate, public health, and social equity goals. CAPTI generally aims to prioritize funding for transit and active transportation projects while limiting future investments in highway capacity projects.</p>	<p><u>March 2021</u> – Release of draft CAPTI for public input</p> <p><u>April 2021</u> – CAPTI overview presented to OCTA Board of Directors (Board)</p> <p><u>April 2021</u> – Two CAPTI Workshops (April 20 and 23) held by California Transportation Commission</p> <p><u>May 2021</u> – Comment period ends; comments submitted by OCTA</p> <p><u>June 2021</u> – Anticipated release of final CAPTI</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>Participate in stakeholder workshops.</p> <p>Provide comments.</p> <p>Coordinate with CalSTA.</p>

Regional Planning Activities May 2021

California Department of Transportation (Caltrans)

	Summary	Key Dates	OCTA Interest	OCTA Role
Interstate 5 (I-5) High-Occupancy Toll (HOT) Lanes	Caltrans District 12 is studying implementation of HOT lanes on I-5 between the Los Angeles County Line and State Route 55. District 12 finalized a project study report (PSR) and a concept of operations (ConOps) in November 2019 and presented a summary to OCTA in December 2019. The OCTA Board requested that Caltrans include a high-occupancy vehicle (3+ occupancy) alternative as part of the subsequent environmental studies.	<u>November 2019</u> – Caltrans finalized ConOps and PSR <u>Summer 2021</u> – Caltrans anticipated to initiate environmental studies for I-5 managed lanes	Prioritize corridor-wide (general purpose and carpool lanes) operational benefits and reliability.	Coordinate with Caltrans and other partner agencies throughout development of the ConOps, PSR, and subsequent studies.
California Transportation Plan (CTP) 2050	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.	<u>August 2020</u> – Draft CTP 2050 released for public review <u>October 2020</u> – OCTA submitted comments on the draft plan <u>February 2021</u> – CTP 2050 finalized <u>2025</u> – Next CTP update anticipated completion	Ensure that the goals, policies, and strategies do not conflict with OCTA plans or projects. Emphasize the need for any CTP strategies to be vetted at the local and regional levels, prior to including in local/regional plans.	Participate in stakeholder workshops. Provide comments. Coordinate with Caltrans.
Southern California Freight Strategy (SCFS)	The objective of the SCFS is to provide a regional perspective on goods movement travel demands, sustainability challenges, innovative opportunities, and regional priorities across the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura.	<u>June 2020</u> – Study initiated <u>March 2021</u> – Draft SCFC released; comments submitted by OCTA <u>May 2021</u> – Final SCFC anticipated	Ensure that strategies do not conflict with OCTA plans or projects. Emphasize coordination with OCTA investments and project prioritization process.	Participate in technical advisory committee meetings. Provide comments. Coordinate with Caltrans.

Regional Planning Activities May 2021

California Air Resources Board (CARB)

	Summary	Key Dates	OCTA Interest	OCTA Role
2020 Mobile Source Strategy	CARB developed the 2020 Mobile Source Strategy as an integrated planning approach to identify the level of transition to cleaner mobile source technologies needed to achieve all of California’s air quality, climate, and community risk reduction goals to achieve over the next 30 years.	<u>October 2020</u> – Draft 2020 Mobile Source Strategy released for public review <u>November 2020</u> – Draft 2020 Mobile Source Strategy released <u>May 2021</u> – Anticipated CARB Board consideration of final 2020 Mobile Source Strategy	Ensure that strategies do not conflict with OCTA plans or projects.	Review and comment on technical documents.

Regional Planning Activities May 2021

South Coast Air Quality Management District (AQMD)

Summary		Key Dates	OCTA Interest	OCTA Role
<p>2022 Air Quality Management Plan (AQMP)</p>	<p>The AQMP identifies strategies for achieving attainment with the National Ambient Air Quality Standards in the South Coast Air Basin.</p> <p>The AQMP provides input into the California State Implementation Plan (federally required air quality plan).</p>	<p><u>2020</u> – Initiate advisory group meetings</p> <p><u>Fall 2021</u> – Release draft AQMP/regional workshops</p> <p><u>Winter 2021</u> – Release revised draft AQMP/regional hearings</p> <p><u>Spring 2022</u> – Release draft final AQMP</p> <p><u>Summer 2022</u> – AQMD and CARB hearings</p> <p><u>August 2022</u> – AQMP due to Environmental Protection Agency (EPA)</p>	<p>Support development of attainment strategies that are within AQMD’s regulatory authority.</p> <p>Ensure economic impacts are considered.</p> <p>Minimize impacts to mobility.</p> <p>Ensure 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) input is accurately incorporated.</p>	<p>Participate in advisory committee meetings.</p> <p>Review and comment on technical documents.</p>

Regional Planning Activities May 2021

Southern California Association of Governments (SCAG)

	Summary	Key Dates	OCTA Interest	OCTA Role
2020 RTP/SCS	<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 emission reductions with budgeted levels set by the United States EPA and CARB.</p> <p>SCAG has branded the 2020 RTP/SCS as “Connect SoCal”.</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>January 2020</u> – OCTA submitted comments on the draft 2020 RTP/SCS</p> <p><u>May 2020</u> – SCAG approved 2020 RTP/SCS for the limited purpose of federal transportation conformity</p> <p><u>September 2020</u> – SCAG adopted 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>

May 2020 Regional Planning Activities

SCAG (continued)

Summary	Key Dates	OCTA Interest	OCTA Role
<p>2024 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 emission reductions with budgeted levels set by the United States EPA and CARB.</p> <p>Update to 2020 RTP/SCS.</p>	<p><u>2021-2022</u> – Initiate plan development process and establish foundation and frameworks</p> <p><u>Early 2022 – Early 2023</u> – Data collection and policy development; OCTA to submit projects consistent with 2022 LRTP</p> <p><u>Early 2023 – Mid 2023</u> – Outreach and analysis</p> <p><u>Late 2023 – Early 2024</u> – Draft plan and adoption; OCTA to submit comments on the draft 2024 RTP/SCS</p>	<p>Ensure inclusion of projects identified in the 2022 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 2020 RTP/SCS. The grant program is comprised of three main categories: active transportation, housing and sustainable development, and smart cities and mobility innovations projects.</p>	<p><u>December 2020</u> – Active Transportation & Safety applications due</p> <p>January 2021 – Housing and Sustainable</p> <p><u>April 2021</u> – Smart Cities and Mobility Innovations due</p> <p><u>May 2021</u> – SCAG Regional Council approval of 2020 Sustainable Communities Program</p> <p><u>June 2021</u> – California Transportation Commission approval of Active Transportation Program</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>

Regional Planning Activities May 2021

San Diego Association of Governments (SANDAG)

Summary		Key Dates	OCTA Interest	OCTA Role
2021 Regional Plan	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 emission reductions with budgeted levels set by EPA and CARB.	<p><u>May 2021</u> – Draft 2021 Regional Plan and draft Environmental Impact Report (EIR) anticipated to be released for public review</p> <p><u>Fall 2021</u> – SANDAG Board to adopt 2021 Regional Plan and final EIR</p>	Monitor development of plans and projects that approach the Orange County border.	Monitoring.

Regional Planning Activities May 2021

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 Los Angeles-Orange County line recently completed the LA-OC Transit Connections Study. The study developed recommendations for both short-term route changes and long-term improvements based on existing and future transit needs. The effort builds on recent bus restructuring efforts at OCTA, Metro, Long Beach Transit, and Foothill Transit. In addition, the study considered 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</p> <p><u>June 2019</u> – OCTA executed contract to begin the LA-OC Transit Connections Study</p> <p><u>October 2020</u> – LA-OC Transit Connections Study completed</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 and other partner agencies.</p>

Regional Planning Activities May 2021

Metro (continued)

	Summary	Key Dates	OCTA Interest	OCTA Role
2020 LRTP	<p>The 2020 LRTP details how Metro plans, builds, operates, maintains, and partners for improved mobility in the next 30 years.</p> <p>In September 2017, staff began work to update the 2009 LRTP, following the passage of Measure M2, and in alignment with the SCAG process for updating the RTP/SCS.</p> <p>Following adaptation of the 2020 LRTP, Metro initiated development of an action plan in the form of a Short-Range Transportation Plan (SRTP) to recommend near-term implementation steps over a ten-year timeframe and allow for any needed recalibrations due to the coronavirus pandemic.</p>	<p><u>May 2020</u> – Draft LRTP released for public review</p> <p><u>July 2020</u> – Public comment period ended on Draft LRTP</p> <p><u>September 2020</u> – Metro Board approved 2020 LRTP</p> <p><u>Fall 2020</u> – Initiated development of SRTP</p>	<p>Monitor development of plans and projects that approach the Orange County border.</p>	<p>Monitoring.</p>
Gold Line Eastside Transit Corridor Phase 2	<p>Study of three alternatives for extending the Metro L Line (Gold) 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>In February 2020, the Metro Board selected the “Washington Alternative” for further evaluation.</p> <p>Included in Twenty-Eight by '28 program of projects for potential acceleration.</p>	<p><u>February 2020</u> – Metro Board approved proceeding with the California Environmental Quality Act only for the project’s environmental process and withdrawing the SR-60 and combined alternatives from further consideration in the environmental study</p> <p><u>2023</u> – Anticipated completion of environmental process</p> <p><u>2028</u> – Completion of final design</p> <p><u>2029</u> – Start of construction</p> <p><u>2035</u> – Phase 2 in service</p>	<p>Support alternatives that create potential for future connections into Orange County.</p>	<p>Monitoring.</p>

Regional Planning Activities May 2021

Metro (continued)

Summary		Key Dates	OCTA Interest	OCTA Role
West Santa Ana Branch Transit Corridor Project	<p>A new 19-mile light rail transit line that would connect downtown Los Angeles to southeastern 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>November 2020</u> – Administrative draft environmental document submitted to Federal Transit Administration for review</p> <p><u>June 2021</u> – Anticipate release of draft environmental document for public comment</p> <p><u>September 2021</u> – Anticipate selection of a locally preferred alternative</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>
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 the 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>

Regional Planning Activities May 2021

Transportation Corridor Agencies (TCA)

	Summary	Key Dates	OCTA Interest	OCTA Role
Transportation Control Measure (TCM) substitution	<p>TCA is seeking to remove the TCM designation from three portions of TCA facilities: 1) the San Joaquin Hills Transportation Corridor (Federal Transportation Improvement Program Project ID: ORA10254), 2) the Eastern Transportation Corridor (ORA050), and 3) the Foothill Transportation Corridor-North (ORA051).</p> <p>TCA is working with OCTA and SCAG on next steps, including a formal substitution. TCA will participate in interagency consultation on any requested TCM substitutions through SCAG's Transportation Conformity Working Group.</p> <p>As part of the 2020-2045 RTP/SCS development process, SCAG, TCA, and OCTA were able to extend the TCM deadline for these three projects from December 31, 2020, to December 31, 2022.</p>	<p><u>Summer 2020</u> – Initiated substitution process with SCAG</p> <p><u>Summer/Fall 2021</u> – Presentation to the SCAG Transportation Conformity Working Group</p> <p><u>Fall 2021</u> – Present to the SCAG Energy and Environment Committee and Regional Council for approval</p> <p><u>2022</u> – Anticipate CARB and EPA concurrence</p>	<p>Avoid potential impacts to regional transportation funding.</p>	<p>Coordinating with SCAG and TCA.</p>

Regional Planning Activities May 2021

OCTA

	Summary	Key Dates	OCTA Interest	OCTA Role
Express Lanes Network Study	The OCTA 2018 LRTP's Short-Term Action Plan recommended an Express Lanes Network Study to identify planning and policy positions in response to an initiative by Caltrans to implement express lanes in Orange County. The study will establish OCTA's priorities for tolled express lanes implementation by evaluating quantitative and qualitative factors against stated goals and objectives to determine a preferred approach.	<p><u>May 2019</u> – Study initiated</p> <p><u>December 2019</u> – Study update presented to OCTA Board</p> <p><u>Summer/Fall 2021</u> – Draft recommendations on a preferred approach to implementation of express lanes to be presented to OCTA Board</p>	Establish OCTA's priorities for tolled express lanes.	Study effort lead by OCTA.
South Orange County Multimodal Transportation Study (SOCMTS)	<p>SOCMTS is a strategic transportation study that will consider transportation needs of residents, commuters, and visitors to the area. Through collaboration with local stakeholders, the study will identify a broad range of improvement recommendations for all modes of transportation, including streets, transit, freeways and bikeways. The study will address south Orange County's mobility needs through the year 2045 and beyond.</p> <p>Study objectives</p> <ul style="list-style-type: none"> • Work collaboratively with stakeholders • Leverage all modes of transportation • Address long-term mobility needs • Develop consensus on a set of transportation improvements across all modes 	<p><u>Summer/Fall 2020</u> – Phase 1: Identify issues and opportunities; develop purpose and need; and develop initial alternative strategies</p> <p><u>August 2020</u> – Study update presented to OCTA Board</p> <p><u>Winter 2020 - Spring 2021</u> – Phase 2: Analysis of alternative strategies</p> <p><u>February 2021</u> – Study update presented to OCTA Board</p> <p><u>Summer/Fall 2021</u> – Phase 3: Further analysis of reduced set of alternative strategies; Recommend a locally preferred strategy</p> <p><u>Summer 2021</u> – Study update to be presented to OCTA Board</p> <p><u>Fall/Winter 2021</u> – OCTA Board to consider study recommendations</p>	Establish a locally preferred strategy for south Orange County.	Study effort lead by OCTA.

Regional Planning Activities May 2021

OCTA (continued)

Summary	Key Dates	OCTA Interest	OCTA Role
<p>State Route 91 (SR-91) (Eastbound Lane Addition from State Route 241 [SR-241] to State Route 71 [SR-71]) Geometric and Design Alternatives Analysis</p>	<p>This 18-month study will develop conceptual design alternatives for the addition of a sixth general purpose lane along the eastbound SR-91 corridor between the SR-241 and SR-71 interchanges to improve mobility on SR-91 and connections to the SR-241 and SR-71.</p>	<p><u>March 2020</u> – Study initiated</p> <p><u>September 2021</u> – Anticipated study completion</p>	<p>Improving the SR-91 corridor in a manner, which is consistent with sales tax measures of Orange and Riverside counties, as well as previously completed studies.</p> <p>Study effort lead by OCTA, in partnership with the Riverside County Transportation Commission and in coordination with Caltrans, TCA, and corridor cities.</p>

**Transportation Funding Programs Impacted by the
Climate Action Plan for Transportation Infrastructure (CAPTI)**

Active Transportation Program (ATP). The ATP is a competitive funding program that encourages increased use of active modes of transportation such as bicycling and walking. ATP goals include improving mobility, health, and safety for non-motorized users; decreasing greenhouse gas (GHG) emissions; and providing benefit to disadvantaged communities. Eligible ATP projects include:

- Infrastructure projects: capital improvements that further ATP goals, including environmental, design, right-of-way, and/or construction phases of capital projects.
- Non-infrastructure projects: education, encouragement, and enforcement activities that further ATP goals, with focus on start-up projects (ATP cannot fund ongoing program operations).
- Infrastructure projects with non-infrastructure components.
- Plans: community-wide bicycle, pedestrian, safe routes to school, or active transportation plans in disadvantaged communities.

Interregional Transportation Improvement Program (ITIP). A five-year state-regional program, adopted every even year, of capital improvements on and off the State Highway System (SHS) that increase the capacity or improve the state of good repair of the transportation system. The State Transportation Improvement Program (STIP) consists of two broad programs: the Regional Transportation Improvement Program (RTIP), funded from 75 percent of new STIP funding, and the ITIP, funded from 25 percent of new STIP funding. While OCTA receives a share and directs the use of the RTIP funds, the California Department of Transportation (Caltrans) nominates projects for inclusion in the ITIP to improve the SHS, intercity passenger rails system, and interregional movement of people, vehicles, and goods. In the recent past, ITIP funds have been used to support the Ortega Highway Widening and the Laguna Niguel/San Juan Capistrano Passenger Rail Passing Siding project.

Local Partnership Program (LPP). The LPP provides local and regional agencies that have passed sales tax measures, tolls, or fees or that have imposed fees which are dedicated solely to transportation improvements. Eligible projects include: improvements to the SHS; improvements to transit facilities that expand transit services, increase ridership, and improve safety; acquisition, retrofit or rehabilitation of rolling stock, buses or other transit equipment; improvements to the local road system; improvements to bicycle or pedestrian safety or mobility; improvements to mitigate the environmental impact of new transportation infrastructure on a locality's or region's air quality or water quality, including management practices for capturing or treating urban runoff, road maintenance and rehabilitation; and sound walls for highways that were built prior to 1987 without sound walls and with or without high occupancy vehicle (HOV) lanes. LPP funds are divided between a formula-based program that distributes funds to self-help counties and a competitive program. OCTA receives approximately \$9 million annually from the formula program and has received LPP competitive program funds for traffic signal

Transportation Funding Programs Impacted by the Climate Action Plan for Transportation Infrastructure (CAPTI)

programs and for the State Route 55 (SR-55) Improvement Project. All LPP funds must be matched dollar-for-dollar.

Solutions for Congested Corridors Program (SCCP). The SCCP is a competitive funding program that provides funding to achieve a balanced set of transportation, environmental, and community access improvements to reduce congestion throughout the State. To receive funding, projects must be included in a corridor plan designed to reduce congestion in highly traveled corridors by providing more transportation choices for residents, commuters, and visitors to the area of the corridor while preserving the character of the local community and creating opportunities for neighborhood enhancement projects. In order to mitigate increases in vehicle miles traveled (VMT), greenhouse gases, and air pollution, highway lane capacity-increasing projects funded by this program shall be limited to HOV lanes, managed lanes, and other non-general purpose lane improvements primarily designed to improve safety for all modes of travel, such as auxiliary lanes, truck climbing lanes, or dedicated bicycle lanes. Project elements within the corridor plans may include improvements to state highways, local streets and roads, public transit facilities, bicycle and pedestrian facilities, and restoration or preservation work that protects critical local habitat or open space. OCTA has received SCCP funds for traffic signal projects, zero-emission buses for Bravo! Main Street and other transit and active transportation improvements.

State Highway Operations & Protection Program. A four-year state funding program for Caltrans' capital projects whose purpose is to maintain the safety and integrity of the SHS. Most of the projects are for pavement and bridge rehabilitation and traffic safety improvements. Operational improvements are also allowed but have significantly limited in recent years. The California Transportation Commission allocates funds to the individual projects. Eligible projects include maintenance, safety, and rehabilitation of state highways and bridges that do not add a new traffic lane. While the funds cannot be used for widening components, the State was able to program funds to the auxiliary lane component of the Measure M2 SR-55 Improvement Project from Interstate 405 (I-405) to Interstate 5 (I-5).

Trade Corridor Enhancement Program (TCEP). The TCEP provides funding for infrastructure improvements along corridors with high volumes of freight movement and as identified in the state rail plan. Per the authorizing legislation, projects eligible for TCEP include:

- (1) Highway improvements to more efficiently accommodate the movement of freight, particularly for ingress and egress to and from the state's land ports of entry, rail terminals, and seaports, including navigable inland waterways used to transport freight between seaports, land ports of entry, and airports, and to relieve traffic congestion along major trade or goods movement corridors.
- (2) Freight rail system improvements to enhance the ability to move goods from seaports, land ports of entry, and airports to warehousing and distribution centers

Transportation Funding Programs Impacted by the Climate Action Plan for Transportation Infrastructure (CAPTI)

throughout California, including projects that separate rail lines from highway or local road traffic, improve freight rail mobility, and other projects that improve the safety, efficiency, and capacity of the rail freight system.

- (3) Projects to enhance the capacity and efficiency of ports, except that funds available under this section shall not be allocated to a project that includes the purchase of fully automated cargo handling equipment. For the purposes of this paragraph, “fully automated” means equipment that is remotely operated or remotely monitored, with or without the exercise of human intervention or control. Nothing in this paragraph shall prohibit the use of funds available pursuant to this section for a project that includes the purchase of human-operated zero-emission equipment, human-operated near-zero-emission equipment, and infrastructure supporting human-operated equipment. Furthermore, nothing in this section shall prohibit the purchase of devices that support human-operated equipment, including equipment to evaluate the utilization and environmental benefits of human-operated equipment.
- (4) Truck corridor improvements, including dedicated truck facilities or truck toll facilities, including the mitigation of the emissions from trucks or these facilities.
- (5) Border access improvements that enhance goods movement between California and Mexico and that maximize the state’s ability to access funds made available to the state by federal law.
- (6) Surface transportation, local road, and connector road improvements to effectively facilitate the movement of goods, particularly for ingress and egress to and from the state’s land ports of entry, airports, and seaports, to relieve traffic congestion along major trade or goods movement corridors.

Both the SR-55 Improvement Project from I-405 to I-5 and the SR-57 Interchange project in Brea have received awards through the TCEP program.

Transit & Intercity Rail Capital Program (TIRCP). The TIRCP funds capital improvements and operational investments that will modernize California’s transit systems and intercity, commuter, and urban rail systems to reduce GHG emissions by reducing VMT throughout California. Eligible projects include expansion, enhancement and improvement of existing rail systems, including new rail cars and locomotives to increase ridership and service levels, and improve reliability; improvements to existing and future rail systems, including high speed rail; and increased integration of rail and transit services, including integrated ticketing and bus transit investments that increase ridership and reduce GHG emissions. OCTA has received TIRCP funds for the OC Streetcar, Mobile Ticketing on OC Bus, and bus purchases for Bravo! Routes.



Regional Planning Update

Regional Planning Update

- Provided regularly to highlight transportation planning issues
- This update focuses on:

Climate Action Plan for Transportation Infrastructure (CAPTI)

California Transportation Plan (CTP) 2050

SCAG 2024 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS)

Transportation Control Measure (TCM) substitutions

Purpose - Prioritize state controlled transportation funds to address:
Climate | Public Health | Social Equity

Primary Goal - Reduce transportation-generated greenhouse gas (GHG) emissions

Impacted funding programs:

- Active Transportation Program
- Interregional Transportation Improvement Program
- Local Partnership Program
- Solutions for Congested Corridors
- State Highway Operations & Protection Program
- Trade Corridor Enhancement Program
- Transit and Intercity Rail Capital Program

Challenges

Shift in expectations and commitments

Incentives for transportation investments linked to development projects

Lack of flexibility for capacity projects that reduce NAAQS emissions but increase VMT

Lack of long-term transit operations funding (*start-up operations only*)

Opportunities

Potential funding for transit capital and active transportation projects

Funding for zero-emission buses and charging infrastructure more likely

Some capacity projects may be possible if VMT increase is mitigated

Efficiency improvements through technology more likely to receive funding (*e.g., signal coordination*)

CTP 2050

- Caltrans statewide transportation vision
 - Outlines state transportation policies and priorities
 - Statutorily required
 - Not constrained by revenue
 - Must achieve state GHG goals
- Notable updates
 - Further prioritize GHG and VMT reductions over congestion
 - New equity performance measures and recommendations
- Implementation Element currently under development



SCAG 2024 RTP/SCS

- Long-term transportation investment strategy
- Federal and state requirement
- Six-county region
- Updated every four years

2024 RTP/SCS focus areas:

- Equity
- Climate change resilience
- Closing the digital divide

RTP/SCS Development Schedule



TCM Substitution

TCM - FTIP projects included in the state air quality attainment strategy

Replacement TCM projects:

- Must be implemented by attainment deadline (December 31, 2022)
- Must provide at least equivalent air quality benefits
- Proposed 33 miles of signal synchronization projects as replacement TCMs

TCM – Transportation Control Measure
FTIP – Federal Transportation Improvement Program
TCA – Transportation Corridor Agencies

TCMs proposed for substitution

TCA – Delayed Projects

- San Joaquin Hills Transportation Corridor widening
- Eastern Transportation Corridor widening
- Foothill Transportation Corridor widening

County of Orange – Cancelled Project

- Hazard Avenue Bikeway

OCTA – Delayed Projects

- Anaheim Canyon Station
- Placentia Metrolink Station
- Paratransit Vehicle Purchase

Next Steps

- Submit comments on CAPTI by May 19, 2021
- Monitor CTP 2050 Implementation Element development
- Monitor/participate in the development of 2024 RTP/SCS
- Coordinate with SCAG and stakeholders on TCM substitutions



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Public Transportation and Community Transit Services

Finance and Administration Committee Meeting of April 28, 2021

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

Absent: Director Goodell

Committee Vote

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

Committee Recommendations

- A. Approve the Orange County Transit District Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$152,727,401, and for community transit services in the amount of \$8,094,905, for a total claim amount of \$160,822,306.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor Controller in the full amount of the claims.



April 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval of the Fiscal Year 2021-22 Local Transportation Fund Claim for Public Transportation and Community Transit Services

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

Overview

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

Recommendations

- A. Approve the Orange County Transit District Fiscal Year 2021-22 Local Transportation Fund Claim for public transportation services in the amount of \$152,727,401, and for community transit services in the amount of \$8,094,905, for a total claim amount of \$160,822,306.
- B. Authorize the Chief Executive Officer to issue allocation/disbursement instructions to the Orange County Auditor-Controller in the full amount of the claims.

Background

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

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

Orange County Treasury (Fund 182) and are administered by the Orange County Auditor-Controller (OCAC). The Orange County Transportation Authority (OCTA) is the Transportation Planning Agency (TPA) responsible for the allocation of the LTF. Upon instructions from OCTA, LTF receipts are disbursed by the OCAC among the various administrative, planning, and public transportation apportionments as specified in the TDA.

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

Discussion

On February 22, 2021, the OCTA Board of Directors (Board) approved the LTF fiscal year (FY) 2021-22 apportionments. A total of \$160,822,306 was approved for OCTD, consisting of \$152,727,401 for Article 4 public transit services and \$8,094,905 for Article 4.5 community transit services.

On March 22, 2021, the OCTD Board adopted a resolution authorizing the filing of the LTF claim for a total of \$160,822,306 for funding public transportation and community transit services during FY 2021-22. OCTA, as the TPA for Orange County, is authorized to approve LTF claims and make payments from the LTF through written instructions to the OCAC.

Summary

OCTA's approval of the OCTD claim against the LTF in the amount of \$160,822,306 will enable the OCTD to continue providing public transportation and community transit services throughout Orange County in FY 2021-22.

Attachment

None.

Prepared by:



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


Approved by:



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



May 10, 2021

To: Members of the Board of Directors 
From: Darrell E. Johnson, Chief Executive Officer
Subject: Approval to Release Request for Proposals for Compressed Natural Gas Fueling Facility Operations and Maintenance

Overview

The Orange County Transportation Authority requires contracted services for the operations and maintenance of compressed natural gas fueling facilities for the Anaheim, Garden Grove, and Santa Ana bases. Staff has developed a request for proposals to initiate the competitive procurement process. Board of Directors' approval to release the request for proposals is requested.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3317 to provide operations and maintenance services for compressed natural gas fueling facilities at the Anaheim, Garden Grove, and Santa Ana bases.
- B. Approve the release of Request for Proposals 1-3317 to provide operations and maintenance services for compressed natural gas fueling facilities at the Anaheim, Garden Grove, and Santa Ana bases for a three-year initial term with two, one-year option terms.

Discussion

The Orange County Transportation Authority (OCTA) requires contracted services for the operations and maintenance of compressed natural gas (CNG) fueling facility equipment located at the Anaheim, Garden Grove, and Santa Ana bases. OCTA requires the firm to furnish a qualified labor force sufficient to operate and maintain the three bus bases' CNG fueling facilities in accordance with all federal, state, and local regulatory agencies, while providing sufficient throughput to fuel OCTA's current bus fleet. OCTA provides both the electrical power and natural gas for this function.

The current contract for these services will expire on November 30, 2021. A new contract for the operations and maintenance of the CNG fueling facility equipment at the Anaheim, Garden Grove, and Santa Ana bases is required to continue CNG fueling operations.

Procurement Approach

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

The proposed evaluation criteria and weightings are as follows:

- Qualifications of the Firm 30 percent
- Staffing and Project Organization 15 percent
- Work Plan 25 percent
- Cost and Price 30 percent

Several factors are considered in developing the criteria weightings. A higher level of importance has been assigned to the qualifications of the firm to emphasize the importance of the proposing firms' related experience in CNG fueling facility operations and maintenance, with a proven history in successfully completing similar services efficiently. Staffing and project organization is assigned a 15 percent weighting to ensure the proposed staff is knowledgeable and experienced in preventative maintenance and other requested services. The work plan is weighted at 25 percent to ensure the proposing firms demonstrate understanding and approach to accomplish the work specified in the scope of work. Cost and price, weighted at 30 percent, is also a critical requirement for firms to demonstrate competitiveness in pricing to carry out the required turn-key services.

The contract for this procurement will be a three-year initial term with two, one-year option terms. The total budget for the initial term of this project is anticipated to be approximately \$5,581,353.

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

Fiscal Impact

The project is included in OCTA's proposed Fiscal Year 2021-22 Budget, Operations Division, accounts 2166-7611-D3103-F59 and 2166-7611-D3107-F59, which are partially funded with Federal Transit Administration Formula 5337, State of Good Repair Grants Program funds.

Summary

Board of Directors' approval is requested to release RFP 1-3317 for compressed natural gas fueling facility operations and maintenance, as well as approval of the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 1-3317 Compressed Natural Gas Fueling Facility Operations & Maintenance

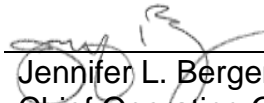
Prepared by:

Approved by:



Dayle Withers
Manager, Maintenance
(714) 560-5538

Cliff Thorne
Director, Maintenance and Motorist Services
(714) 560-5975

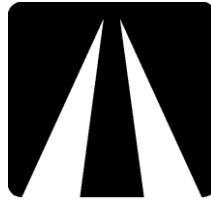


Pia Veerapen
Director, Contracts Administration and Materials Management
(714) 560-5619

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

DRAFT REQUEST FOR PROPOSALS (RFP) 1-3317

COMPRESSED NATURAL GAS FUELING FACILITY OPERATIONS & MAINTENANCE



OCTA

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

Key RFP Dates

Issue Date:	May 10, 2021
Pre-Proposal Conference Date:	May 18, 2021
Question Submittal Date:	May 21, 2021
Proposal Submittal Date:	June 15, 2021
Interview Date:	July 8, 2021

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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May 10, 2021

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 1-3317: “COMPRESSED NATURAL GAS FUELING FACILITY OPERATIONS & MAINTENANCE”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide compressed natural gas (CNG) fueling facility operations and maintenance. The budget for this effort is \$5,581,353 for the initial three-year term.

The Authority has set a 3% Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals must be submitted electronically at or before 2:00 p.m. on June 15, 2021 to https://www.octa.net/proposal_upload_link. Select “RFP 1-3317” from the drop-down menu and follow the instructions as prompted.

Note: Hard copy proposal submissions will not be accepted for this RFP. Proposals must be submitted electronically at the link indicated above and no later than the date and time indicated.

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

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

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

To receive all further information regarding this RFP 1-3317, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Category:
Fuel & Lubricants; Equipment
Professional Services
Maintenance Services -
Equipment

Commodity:
Fuel Management Systems
Fuel Management Services
Fuel & Lubricant Equipment -
Service

A pre-proposal conference will be held on May 18, 2021, at 10:00 a.m. via Skype for Business by visiting <https://meet.octa.net/kmason/G7254KBY>. For audio only, Offerors may call (714) 560-5666 and enter Conference ID 673561#. All prospective Offerors are encouraged to attend. If attending the pre-proposal conference, please complete the Pre-Proposal Sign-In Sheet, included as a separate document, and email to ***kmason@octa.net*** on or before day of the pre-proposal conference.

Note: Offerors must have Skype for Business installed on a PC or device in order to view and hear the pre-proposal conference PowerPoint presentation.

The Authority has established July 8, 2021, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

Note: All times indicated in this RFP are based on Pacific Daylight Time.

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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 May 18, 2021, at 10:00 a.m. via Skype for Business by visiting <https://meet.octa.net/kmason/G7254KBY>. For audio only, Offerors may call (714) 560-5666 and enter Conference ID 673561#. All prospective Offerors are encouraged to attend. If attending the pre-proposal conference, please complete the Pre-Proposal Sign-In Sheet, included as a separate document, and email to ***kmason@octa.net*** on or before day of the pre-proposal conference.

Note: Offerors must have Skype for Business installed on a PC or device in order to view and hear the pre-proposal conference PowerPoint presentation.

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

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:

Kristen Mason, Section Manager, Maintenance Procurement
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5842
Email: kmason@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 E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be submitted via email to kmason@octa.net and received by the Authority no later than 3:00 p.m., on May 21, 2021.
- b. Requests for clarifications, questions and comments must be clearly labeled, "RFP 1-3317 CNG Fueling Facility Operations & Maintenance". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than May 27, 2021. 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 Kristen Mason, Section Manager, Maintenance Procurement.

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:

<p><u>Category:</u> Fuel & Lubricants; Equipment Professional Services Maintenance Services - Equipment</p>	<p><u>Commodity:</u> Fuel Management Systems Fuel Management Services Fuel & Lubricant Equipment - Service</p>
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Inquiries received after 3:00 p.m. on May 21, 2021, will not receive a response.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted electronically at or before 2:00 p.m. on June 15, 2021 to https://www.octa.net/proposal_upload_link. Select “RFP 1-3317” from the drop-down menu and follow the instructions as prompted.

Note: Hard copy proposal submissions will not be accepted for this RFP. Proposals must be submitted electronically at the link indicated above and no later than the date and time indicated.

2. Acceptance of Proposals

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

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 for a three-year initial term with two, one-year option terms with fully-burdened rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. CONFLICT OF INTEREST

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.

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

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

M. CODE OF CONDUCT

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

N. DEBARMENT & SUSPENSION**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

O. DISADVANTAGED BUSINESS ENTERPRISE

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the Authority has established a 3 percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

P. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding in the form of a grant from the Federal Government. The Authority's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the Authority for any payment shall arise until funds are made available for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the

Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

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

3. Technical Proposal

- a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

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

c. Work Plan

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

Offeror to:

- (1) Describe the approach to completing the services 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 will be undertaken in completing the services and specify who will perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

e. Public Records Act Indemnification

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

complete Exhibit K may cause the proposal to be deemed non-responsive to this RFP and may no longer continue in the evaluation process.

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

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

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

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall complete the “Price Summary Sheet” included with this RFP (Exhibit B) and furnish any narrative required to explain the prices quoted. It is anticipated that the Authority will issue a time-and-expense contract with a firm-fixed unit price indicating CNG fuel in terms of each possible monthly throughput level for the work specified in the Scope of Work, included in this RFP as Exhibit A.

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 – Exhibit D**

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.

2. Status of Past and Present Contracts Form – Exhibit E

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.

3. Disadvantaged Business Enterprise Program and Forms – Exhibit F

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

- DBE Participation Commitment Form (Exhibit F-1)
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “DBE Participation Commitment Form”); (Exhibit F-2)
- Bidders List (Exhibit F-3)

4. Certification of Restrictions on Lobbying and Disclosure of Lobbying Activities– Exhibit G

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

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

6. Safety Specifications – Exhibit H

Offerors shall comply with Health, Safety and Environmental Specifications Level 3, as included in this RFP, during the term of the awarded Agreement.

7. Proposal Exceptions and/or Deviation Form – Exhibit I

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.

8. Public Records Act Indemnification Form – Exhibit J

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

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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** **30%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **15%**
 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** **25%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
4. **Cost and Price** **30%**
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established July 8, 2021, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the

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

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

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

C. AWARD

Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection. Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

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

The selected offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

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EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

Part I – General Requirements

1. General

Contractor shall operate and maintain three (3) compressed natural gas (CNG) fueling stations at the Orange County Transportation Authority's (Authority) Anaheim, Garden Grove and Santa Ana bus bases (Bases). The facilities shall provide CNG fuel for transit buses and light vehicles at the Authority's Bases. The CNG fueling facilities (Facilities) produce CNG fuel utilizing compressors fed from a utility gas supply. The Facilities possess all permits, equipment, site work, connections and safety systems specified herein, and as required by the authorities having jurisdiction (AHJ). Contractor shall provide turn-key operation and maintenance services for a three-year initial term with two, one-year option terms with compensation provided per unit of fuel consumed by the Authority.

Authority Facilities will provide CNG fuel for transit buses, light vehicles, and equipment at the following locations:

Anaheim Base – 1717 East Via Burton, Anaheim, CA 92806

Equipment:

- (3) 600 hp, Electric driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (2) CNG Transit Dispensers
- (1) Light Duty Dispenser
- (2) Generators with Switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Model 855200500
 - Serial Numbers 2095378, 2095377
 - Type: MD0600-K36220D18GPSL C
 - Engine:OF9438

Related Control Systems

Garden Grove Base - 11790 Cardinal Circle, Garden Grove, CA 92843

Equipment:

- (3) 600 hp, Electric driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (3) CNG Transit Dispensers
- (2) Light Duty Dispensers
- (1) Defueling Station
- (2) Generators with switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Model 855522
 - Serial Numbers 2095407, 2095406

SCOPE OF WORK

- Type: MD0600K36220D18GPSL C
- Engine:OF9438

Related Control Systems

Santa Ana Base - 4301 West MacArthur Boulevard, Santa Ana, CA 92704

Equipment:

- (4) 600 hp, Electric Driven CNG Compressors
- (1) CNG Natural Gas Dryer
- (4) CNG Storage Vessels or Spheres
- (4) CNG Transit Dispensers
- (1) Light Duty Dispenser
- (1) Defueling Station
- (2) Generators with Switchgear
 - Manufactured by Generac Power Systems Inc.
 - Rated: 600 kW, 750 kVA
 - Models 7294250800 and 2094250900
 - Serial #s 2092553, 2092554
 - Type: MD0600K36220D18GPYLC
 - Engine:OF9438

Related Control Systems

Facilities provide CNG product to CNG dispensers for transit bus vehicles. The Facilities CNG transit dispensers shall be able to fuel buses simultaneously, each with 4,000 standard cubic feet (SCF) of CNG within five minutes, including contribution from a CNG buffer that is accumulated during a 90-second dwell time per bus fueling cycle. Compensation to the Contractor for the ongoing operation and maintenance (O&M) will be paid based on a schedule of proposed cost per therm of CNG fuel that is dispensed, and varies with actual monthly throughput, as per Exhibit B. O&M payments by the Authority will commence upon consumption of CNG fuel by the Authority.

Contractor will not be responsible for costs for energy (except as specified herein) or for fuel commodity.

Authority believes the information presented in this RFP to be factual. However, the Authority does not warrant the accuracy of this information, and each Offeror shall be solely responsible for verifying all material and site conditions and for making any independent investigation deemed necessary prior to submitting a proposal.

2. Overview of Work

Contractor shall be familiar with the existing fueling operations at the Authority's Bases, including at least one site visit prior to starting O&M work, and shall be familiar with the design site conditions of the Bases.

Contractor shall provide turn-key O&M services for the Facilities on behalf of the Authority. These services will include all scheduled and unscheduled repair, permits, as well as all maintenance, consumables, parts, and labor as required to maintain the performance of the equipment in compliance with these requirements. However,

SCOPE OF WORK

Contractor shall not be responsible for damages caused by the Authority or Authority's other Contractors, such as dispenser hose drive away.

Contractor shall invoice Authority monthly per actual therm of CNG dispensed, as repayment for the Contractor's Facilities operations costs (i.e. overhead, consumables, scheduled and unscheduled repairs, rebuilds, operation, maintenance, overhead and profit) associated with CNG production and dispensing. O&M costs charged to the Authority by the Contractor shall be firm-fixed price throughout the initial and option terms per Contractor's submitted pricing on Exhibit B. Contractor shall be responsible for paying all operating costs, as well as all applicable taxes and fees, excluding fuel commodity and energy costs. Authority does not guarantee any minimum CNG throughput per month or any other period. The supply and cost of the natural gas from the local gas utility company shall not be included in this scope of work.

Contractor shall be solely responsible for the O&M of all equipment provided as part of the Facilities through the term of the agreement.

Contractor shall operate and maintain the CNG fueling Facilities complete with gas dryer, CNG compressors, CNG buffer storage containers, high flow transit dispensers and Fleetwatch fueling terminals connected to Authority's fuel management system.

Authority is the user of the Facilities and as such, will be responsible for operating the CNG dispensers and fueling vehicles.

3. Summary Performance Requirements

Contractor shall be responsible to maintain the capability to dispense CNG in the volume-over-time performance requirements listed under Part II, Article 5 and the Throughput Performance Test listed under Part II, Article 32. However, minimum requirements for the Facilities include the following:

- A. Bases CNG fueling systems that feeds CNG dispensers for high-capacity fast fill fueling to include interface with existing fuel-management system.
- B. Electrical switchgear, utility connection, distribution panel, and power metering as required to provide electrical power to the entire CNG Facilities including area lighting, communications, gas leak detection, fire detection systems, and related alarms and annunciators. The gas detection system shall provide appropriate system response, per Part II, Article 18 to a methane gas leak within a maximum of two seconds of when methane gas is detected.
- C. All equipment foundations, fencing, equipment protection, signage, mechanical, and electrical connections required to provide complete and operable Facilities.

Part II – Technical and Performance Requirements

1. Definitions

- 1.1 "Authority" Orange County Transportation Authority.

SCOPE OF WORK

- 1.2 "AHJ" Authorities Having Jurisdiction
- 1.3 "Bases" Anaheim, Garden Grove and Santa Ana bases.
- 1.4 "CNG" compressed natural gas compressed to between 3,000 per square inch gauge (PSIG) and 4,500 PSIG for use as a vehicular fuel, as produced from local utility natural gas pipeline, utilizing compressors.
- 1.5 "Facilities" CNG fueling facilities as specified herein.
- 1.6 "SCF" one cubic foot of natural gas at standard pressure (14.696 PSIA) and temperature (70°F).
- 1.7 "SCFM" standard cubic feet per minute.
- 1.8 "Therm" 100,000 Btu.
- 1.9 Operating and Maintenance (O&M) Manuals:
 - 1.9.1 Authority shall provide Contractor with one bound sets of O&M manuals for the facilities, including repair, maintenance, and parts bulletins for all major components and systems, such as vessels, compressors, gas dryer, motors and motor starters, actuated valves, Programmable Logic Controller (PLC), filters, dispensers and hoses, and instrument air dryers. Include Recommended Spare Parts List (RSPL) for all listed components.
 - 1.9.2 Updates. Throughout the term of the agreement, Contractor shall provide the Authority with manual updates for any equipment or components that are replaced or added that are not listed in the original manuals.

2. Applicable Codes and Standards

Facilities are subject to the codes, regulations and requirements listed below, as adopted by local jurisdictions and the Authority. It is the Contractor's responsibility to identify all applicable jurisdictions and codes. Compliance with unforeseen codes or standards that come into force or are modified following commencement of the Contract shall be the responsibility of the Contractor. Contractor shall make all required filings for certifications, permits and licenses, and pay all related fees.

- 2.1 National Fire Protection Association (NFPA).
- 2.2 NFPA 37
- 2.3 NFPA 52, 2019 Edition: Compressed Natural Gas (CNG) Vehicular Fuel Systems Code.
- 2.4 NFPA 70: National Electric Code with City Anaheim, Garden Grove, and Santa Ana amendments, as applicable.

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- 2.5 NFPA 88-B: Standard for Repair Garages.
- 2.6 California Building Code with Cities of Anaheim, Garden Grove, and Santa Ana amendments, as applicable.
- 2.7 Uniform Fire Code with appropriate local jurisdiction amendments, as applicable.
- 2.8 UFC 5201.
- 2.9 UFC 5204.
- 2.10 California Title 8: Safety Orders for Unfired Pressure Vessels.
- 2.11 Occupational Safety and Health Act (work area sound-level limits).
- 2.12 ANSI/ASME B31.3-2020 Process Piping.
- 2.13 American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code, 2021 Edition.
- 2.14 Section V: Nondestructive Examination.
- 2.15 Section VIII: Pressure Vessels - Division 1.
- 2.16 Section VIII: Pressure Vessels - Division 2 – Alternative Rules.
- 2.17 American Society for Testing and Materials (ASTM).
- 2.18 American Welding Society (AWS) D1.1-2020: Structural Welding Code - Steel.
- 2.19 International Standards Organization (ISO) 12944-5:2019 – Paints and varnishes – Corrosion protection of steel structures by protective paint systems – Part 5: Protective paint systems.
- 2.20 National Electrical Manufacturers Association (NEMA) NEMA 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
- 2.21 American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE) as required for methane-leak detection.

3. Utility Connections

- 3.1 MCC and Electrical Sub Meter. The motor control center for each fueling system is installed at the equipment compound area and includes a submeter that records peak kW demand within any 15-minute period, and cumulative kWh consumption over 30-day intervals for the entire connected load of the Facilities.
- 3.2 Back-up Electrical Power. Contractor shall maintain Facilities diesel powered generators and automatic transfer switches at each location to start and operate

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all CNG dispensers, system controls, emergency shutdown device (ESD) system, area lighting, methane detectors in the equipment compounds, and compressors at a minimum of 1,139 standard cubic feet per minute (SCFM). All noise shall not exceed 80 decibels (dB) when measured at 25 feet or more. Attenuation shall be more than 20 dB for all frequencies above 63 hertz. Generators shall be exercised at time intervals recommended by the equipment manufacturer. Generator must have the appropriate registration and certification with South Coast Air Quality Management District (SCAQMD) and shall be maintained to meet SCAQMD and California Air Resources Board (CARB) requirements for backup power generator sets. Contractor is responsible for providing all fuel for the back-up generator operation.

4. Telecommunications

Contractor shall maintain all necessary telecommunication connections for modem and Internet access. Internet connection and services shall be independent of the Authority's system and shall be at the Contractor's expense.

5. Performance Requirements

5.1 CNG Fueling Performance. The CNG systems shall dispense a minimum of 8,500 SCF to each equipped CNG transit dispenser per bus simultaneously within five minutes of connected fueling time; systems may utilize buffered CNG that is stored during a 90-second dwell/change-out time between bus fueling events, during which time high-pressure CNG compressors may continue to run and replenish the CNG buffer. This performance shall be achieved each day, on a continuous basis, over an eight (8)-hour time period.

5.2 Requirements. Facility high-pressure compressors/storage/dispensing systems shall be capable of fueling vehicles to 3,600 PSIG, temperature compensated to 70 degrees Fahrenheit (°F). Dispensing system shall compensate for heat of compression in the vehicle storage cylinders, in addition to compensating for ambient temperature.

6. CNG Fuel Quality

6.1 Temperature. CNG dispensed shall have a temperature within 20°F of ambient, but not less than 20°F under any ambient temperature conditions.

6.2 CNG dispensed to vehicles shall meet the moisture-content requirement as specified by SAE standard J-1616, based on a low ambient temperature of 35°F.

6.3 Non-compliance with Requirements. In the event, Authority has reason to believe that CNG does not meet the minimum requirements identified in this scope of work, Contractor shall have CNG from dispenser nozzle tested by a third-party laboratory approved by the Authority to test for the suspected violation(s). The cost of any test with a positive result (i.e. violation of

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specification) shall be borne by the Contractor. The cost of any test with a negative result (i.e. non-violation of requirement) shall be borne by the Authority.

7. Fueling Window

During Operation: Fueling performance shall be available to the Authority for eleven (11) hours between 5:00 p.m. and 4:00 a.m. seven days per week. CNG fueling, including quality requirements, shall be available at a minimum of one bus dispenser continuously for 14 hours between 4:00 a.m. and 6:00 p.m. daily at each location, except if lesser availability is approved in advance and in writing by the Authority.

8. License to Operate the Facility

Contractor shall provide all necessary operating and maintenance labor, materials, and support to meet the fueling performance requirements set forth by the Authority. In order to enable the Contractor to perform the work, the Authority will grant the Contractor unrestricted access (in the form of a license or lease) to the Facility's sites and the right to utilize the Authority's CNG fueling Facilities and all related equipment during the term of the Contract for the purpose of operating and maintaining the Facilities. Granting of such license or lease shall not be unreasonably withheld, conditioned or delayed. Included in this right is the Contractor's right to complete limited modifications or enhancements of the equipment as agreed upon by the Contractor and the Authority. Modifications may be made to optimize the Facilities' ability to meet the Authority's fueling performance requirements for the CNG fueling Facilities and/or to improve the operating economics of the Facilities without sacrificing its performance under these requirements.

9. Equipment and Component Requirements

To ensure minimum performance and functional standards are met, the following system requirements shall be maintained.

9.1 Equipment. All equipment furnished by the Contractor for the Facilities may be new or refurbished.

9.2 Seismic design. All equipment, foundations and supports shall be suitable for Seismic Zone IV.

9.3 Manufacturer-Rated Pressures. All components downstream of high-pressure compressor discharge have a normal design working pressure of 5,000 PSI or greater, when available, and design safety factors in compliance with ANSI/ASME B31.3.

10. Compressor Based CNG System

Compressor Prime Movers. Prime movers are 3-phase electric motors rated NEMA premium efficiency with a 1.15 service factor.

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- 10.1 Discharge Pressure. Control stop pressure for high-pressure compressor(s) discharge shall be 4,500 PSIG or lower, regardless of configuration.
- 10.2 Backflow Prevention. Check valves are included between the utility MSA and the gas dryer.
- 10.3 Motor Starters. Compressor prime movers with electric motor prime movers shall be driven by programmable soft-start motor starters.

11. Facilities

- 11.1 Lights to indicate main power is energized, and condition light for each compressor indicating “running” or “standby.”
- 11.2 Lights shall be visible in bright daylight from outside of the CNG-equipment compound.
- 11.3 First-out (fault) annunciation.
- 11.4 Hour meter. Each compressor is equipped with and shall maintain a non-resettable hour meter to record cumulative time of operation.
- 11.5 Remote monitoring and reset capability for the Facilities control panel via Ethernet connection. Controller shall also provide auto dial-out and fault notification capability in case of fault.
- 11.6 Compressor Skid Enclosures. Each skid is enclosed and protected by a rain-resistant, sound attenuated enclosure. Noise levels shall not exceed 75 db when measured 25 feet or more from CNG equipment compound, in any direction, with all equipment in full operation. Enclosures have doors and/or user-removable panels that allow servicing and access to all components and systems on the skid. Each enclosure has adequate lighting to provide full illumination of all components and systems on the skid. All main doors include an inside panic bar that is not lockable. Each skid includes one emergency shutdown (ESD) button. Each enclosure includes an infrared point type methane detector. At 20 percent LEL, unit signals a local amber alarm light and annunciate at the main PLC of the CNG Facility. At 40 percent LEL, the unit signals a local red alarm light and siren, annunciate at the main PLC, and the PLC shall shut down the Facilities per an automatic ESD activation.

12. Gas Dryer

CNG compressors are fed by a suction side, twin vessel, automatically operated temperature swing absorber, heat regenerative gas dryer. The system includes inlet and outlet particulate filters, and spanning pressure gauges for measuring differential pressures at the inlet and outlet filters and across the entire dryer, as well as pressure gauges connected at the inlet and outlet flanges. The discharge gas complies with

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SAE standard J-1616, based on seven pounds of moisture per million standard cubic feet (MMSCF) natural gas, and a design low ambient temperature of 35°F.

12.1 Absorbent. The absorbent shall be 3A molecular sieve and shall not affect the character and odor of the incoming gas.

12.2 Design. The dryer utilizes an auto duplex design consisting of two identically sized desiccant vessels configured to provide closed-loop gas drying in alternating order. Regeneration is initiated and achieved by automatic manipulation of block and bypass valves based on either clock time or compressor run time. Dryer is pre-assembled on a skid and includes common connection at system inlet and outlet. Piping, vessels, and valves are sized, configured, and ported so that pressure drop between inlet and outlet flanges of dryer does not exceed 5 PSI at the design MSA supply pressure.

12.3 Instrumentation. An in-line dew-point sensor alarm is provided at the dryer discharge port. The detector has two levels of alarm: one light is activated upon moisture at dryer discharge approaching maximum saturation and a second light is activated upon moisture from dryer discharge reaching maximum saturation. Second level alarm will also annunciate an alarm and callout at the master control panel. All heater vessels include a redundant thermocouple or other redundant means to detect over temperature.

12.4 Bypass Capability. Dryer bypass and isolation manual ball valves are provided so that the compressors may operate while the entire duplex dryer is offline.

13. Emergency Shutdown System

13.1 An ESD system is provided and when activated, shall stop all compressor motors, shut off the gas supply to the compressors, shut off the discharge of CNG, shut off the flow of CNG from the buffer tanks and to all CNG dispensers, and shut off the defueling station. The system is a 120 VAC circuit, normally closed and tripped open, and is expandable so that additional switches may be added. The ESD is tied into the Authority's existing fuel ESD system to stop all fueling activities when either a CNG fueling system ESD or the existing diesel/gasoline/hydrogen fueling system ESD button is pushed. The Facilities ESD systems are independent of the fueling diesel ESD system. The diesel system shall be resettable by Authority staff once all ESD buttons have been reset to their original position.

13.2 Locations. ESD buttons are located in the following locations:

13.2.1 Two within the equipment enclosure area.

13.2.2 One on each CNG compressor skid enclosure.

13.2.3 Three at the outside perimeter of the equipment fence enclosure.

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13.2.4 One at least 25-feet but not more than 75-feet from every CNG dispenser and defueling station.

14. Fuel Management Terminal and Services

- 14.1 CNG dispensers receive transaction authorizations from and transmit transaction data to the existing Fleetwatch fuel-management terminal. Existing terminals and software shall continue to be operated by the Authority.
- 14.2 Bus Fueling. Fuel management terminals near each CNG dispenser provide authorization by numeric keypad and shall automatically record transaction data, including time/date stamp, hose ID, vehicle ID, and fuel volume in GGEs. The fuel management terminals simultaneously authorize the appropriate existing coolant, engine oil, and transmission fluid hose reels to dispense those products into the buses.
- 14.3 Dispensing Units. CNG bus dispensers shall be calibrated in GGEs, and fueling transactions recorded by the fuel-management system shall be in GGEs.

15. CNG Dispensers

High-Flow Transit Dispenser. Provide one high-capacity CNG dispenser at each of the fueling lanes located in the Fuel and Vacuum buildings. All dispenser tubing and valves are a minimum of ¾-inch diameter. Each dispenser includes a backlight display, a Micromotion CNG-050 meter and matching transmitter, a ¾-inch manual ball valve and a ¾-inch air-actuated ball valve. Dispenser includes a 6,000 PSIG manual pressure gauge mounted near the hose connection. Provide two coalescing filters in J6 housings at initial dispenser inlet. All dispensers include a vent valve that is common to the pressure gauge and the filter housings.

- 15.1 Operation. Dispensers include start and stop buttons, activity lights, an analog vehicle-pressure gauge, auto-fill completion with light annunciation, and backlight display for volume dispensed in GGEs. CNG dispensers are designed to operate in an exterior environment, exposed to inclement weather.
- 15.2 Transit Dispenser Hoses and Nozzles. Hoses must be of sufficient length to accommodate Authority provided bus fuel receptacle locations, plus a range of 5-feet in each direction. Hoses have ILB-5 breakaway couplings and must be electrically conductive. Hoses shall be at least ¾-inch with 3/8-inch vent lines and include retractors that keep hoses off the ground when nozzles are parked in their keepers. Nozzles shall be OPW CT-5000 compliant with steel locking jaws.
- 15.3 Light Duty Dispenser Hose and Nozzles. Provide a 3,600 PSIG fill hose for light duty vehicle fueling application. All dispenser tubing and valves are a minimum of ½-inch diameter. Each dispenser includes a backlight display, a Micromotion CNG-050 meter and matching transmitter, a ½-inch manual ball valve and a

SCOPE OF WORK

½-inch air-actuated ball valve. Dispenser includes a 6,000 PSIG manual pressure gauge mounted near the hose connection. Provide two coalescing filters in J4 housings at initial dispenser inlet. All dispensers include a vent valve that is common to the pressure gauge and the filter housings.

- 15.4 Operation. Dispensers include start and stop buttons, activity lights, analog vehicle-pressure gauge, auto-fill completion with light annunciation, backlit display for volume dispensed in GGEs.
- 15.5 Light Duty Dispenser Hoses and Nozzles. Hoses are of sufficient in length to fuel light duty when vehicles fuel receptacle is lined up with the dispenser plus a range of 5-feet in each direction. Hoses have ILB-1 breakaway couplings and must be electrically conductive. Hoses shall be at least ½-inch with 3/8-inch vent lines and include retractors that keep hoses off the ground when nozzles are parked in their keepers. Nozzles shall be NGV-1 type-2 with 3,600 PSIG service pressure.

16. Bus De-Fueling

The Facilities includes a means to de-fuel CNG from a bus vehicle without venting to atmosphere. Contractor shall maintain a de-fueling system for returning bus fuel to the suction side of a compressor-based system. Contractor shall provide an appropriately sized compressor to de-fuel CNG vehicle fuel tank to CNG storage buffer tanks. System also allows safe venting to atmosphere at Authority's discretion. System includes a 'BDN' model de-fueling nozzle by OPW, a minimum 12-feet long, 5,000 PSI-rated hose that can extend at least 12-feet beyond the equipment compound walls, and a grounding system. System includes a 5,000 PSIG pressure gauge to monitor vehicle pressure and an in-line manual ball valve and needle valve to control flow. De-fueling also includes a user-selectable means to vent to atmosphere.

- 16.1 Code Compliance. System shall be maintained in compliance with UFC 5204.10, including clearances and sign requirements.
- 16.2 The defueling location is adjacent to the equipment compound at each location. De-fuel hose shall be maintained to be of sufficient length to easily connect to a bus de-fuel receptacle when positioned anywhere within a 7-foot radius of the de-fuel post.
- 16.3 Performance. The de-fuel system shall be maintained to allow a bus with 22,000 SCF of on-board CNG storage to de-fuel within three hours. The atmospheric vent system shall allow a bus with 22,000 SCF of onboard CNG storage to de-fuel to atmospheric pressure within 90 minutes. Atmospheric venting includes a silencer or muffler appropriate for anticipated service pressures.

SCOPE OF WORK

17. Protection of Equipment

- 17.1 Fencing of Equipment Compounds. The equipment compound is contained in a secure, masonry block wall and/or fenced area.
- 17.2 Protection of Electrical Equipment. Switchgear, PLC and motor controllers in a Motor Control Center, is located in the equipment compound area.
- 17.3 Impact Protection. All equipment is protected against impact from all vehicle traffic and types that are expected to approach the Facility and equipment.
- 17.4 Signage. Contractor must maintain all safety and warning signs as required by NFPA 52. Signs are constructed of UV-resistant, all-weather material.

18. Methane Detection

- 18.1 CNG Equipment Compounds. Infrared methane gas detectors are installed with four point-type two minimum along the property line, one above the gas dryer, in the equipment compound area plus one additional infrared point type detector installed in each compressor skid enclosure.

18.2 Requirements.

- 18.2.1 When the methane gas sensors detect below 20 percent of the Lower Flammable Limit (LFL), the gas detection system status lights illuminate the steady green lamps with horns in the OFF mode and provide gas detection system status at the gas detection monitoring station in the Supervisor's office.
- 18.2.2 At 20 percent LFL and above, but below 30 percent LFL, the gas detection system will extinguish the green steady lamps, illuminate the amber strobe lights, and annunciate horns that pulse for two seconds, every six seconds, and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office.
- 18.2.3 At 30 percent LFL, but below 40 percent LFL, the gas detection system will continue to illuminate the amber strobe lights, and annunciate horns continuously, and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office.
- 18.2.4 At 40 percent LFL and above, the gas detection system shall extinguish the amber strobe lights, illuminate the red strobe lights, and annunciate horns continuously, and shall shut down power to the CNG fueling station and dispensing system and compression equipment (equivalent to an ESD activation), and provide notification, both visual and audible, at the gas detection monitoring station in the Supervisor's office. The system shall latch at this level until the system is manually reset.

SCOPE OF WORK

18.2.5 A status light and horn system is mounted on the entrance and exit ends of the Fuel Buildings, and on the Maintenance Buildings, and in the Maintenance Supervisor's office.

18.2.6 A gas detection control panel indicates amount of gas detection by location on a graphic display screen. Graphic display screen indicates all building locations on a site plan, sensor number, sensor building specific name, and percent LFL at each sensor.

19. Fire Detection

19.1 Maintain Fire Detection System per code and AHJs.

19.2 Fire Extinguishers. Contractor shall maintain handheld fire extinguishers at a distance between 10 and 25 feet from each of the CNG dispensers, a minimum of three fire extinguishers within the equipment compound, a minimum of three fire extinguishers at the perimeter of the compound, and as directed by the appropriate city's fire department. Extinguishers shall be a minimum of 10-pound capacity with 20 B:C rating.

19.3 Lightning Protection. Facilities shall be protected from lightning, per NFPA and NEC requirements.

20. Operations and Preventive Maintenance

20.1 Contractor shall provide all maintenance as required to keep the Facilities fully functional in accordance with these requirements, including all labor, consumables, repair, rebuild, and replacement costs. Contractor shall provide all preventive maintenance (PM) of the Bases entire CNG Facilities by experienced and qualified personnel with necessary tools and equipment. PM shall include all weekly, monthly, and annual service as required and recommended by the manufacturers of the systems and components being provided by the Contractor. Maintenance shall also include handling, storage, and disposal of all waste generated during O&M activities in full compliance with all federal, state and local laws.

20.2 Hazardous Materials and Waste. Contractor shall be solely responsible for controlling, storing, and disposing of all hazardous byproducts and waste that are generated as a result of O&M activities at the Facilities, per codes and requirements of AHJs, including any licensing requirements.

21. Interface with Authority

Contractor shall coordinate all activities with the Authority such that any impact to the Authority's normal operations are minimized. Contractor shall provide the Authority with internet access to the remote monitoring information and on-site cameras installed, the cellular telephone contact number of the responsible technicians, and telephone contact and access to the Contractor's remote control center.

SCOPE OF WORK

22. Exceptions

The only costs associated with O&M operation of the Facilities that are not the responsibility of the Contractor are those related to damage, neglect or misuse not caused or controlled by the Contractor, such as a dispenser drive-away by Authority personnel.

23. Reporting of PM and O&M Activities

Contractor shall submit to the Authority every three months, records of all scheduled and unscheduled maintenance and repairs performed on the Facilities. Contractor shall submit maintenance records throughout the term of the contract, and shall include reports on any failures, accidents, and other significant events.

24. Timing of PM Service

Contractor shall perform required PM services 24-hours a day, seven days a week, or as may be required to ensure the specified fueling performance. Contractor may perform scheduled and unscheduled maintenance and repairs at its discretion, provided Facilities' fueling function and vehicle yard circulation are not impacted.

25. Permits and Fees

Contractor shall be responsible for identifying, maintaining, and paying on time, all ongoing permits, fees, and taxes associated with the operation of the Facilities.

26. Callout Service

26.1 Critical Service. Critical service problems, which prevent bus fueling, disables a safety system, causes a natural gas leak, or that otherwise impacts the ability of buses to meet scheduled rollout, must be responded to by Contractor immediately. Contractor must ensure a qualified technician is on Facility property within two-hours of notification.

26.2 Non-Critical Service. Non-critical service problems are those which do not meet the criteria of critical service problems specified in Section 26.1, or otherwise do not impact the ability of buses to meet scheduled rollout. Non-critical service problems must be responded to by Contractor within four-hours of notification, and successful repairs performed within 24-hours.

27. Software

The right and license to use any software needed to operate and maintain the Facilities shall be transferred to Authority, along with all Facility's maintenance records and electronic records, programs, and files upon termination or end of the contract.

SCOPE OF WORK

28. Authority Access

Contractor shall permit trained Authority personnel to enter all portions of the Facilities to perform routine or emergency inspections and take routine or emergency readings. Authority personnel shall also have the right to follow and observe Contractor's technicians during their normal duties at the Facilities.

29. Required Experience and Qualifications

Contractor shall have demonstrated experience in long-term operation of at least two CNG facilities outside of the Authority's Facilities, similar in scope to the project specified herein, within the last 36-months.

30. Project Manager

Contractor's Project Manager assigned to this project shall be experienced in work like that proposed herein, with at least two-years of direct or closely related work experience. Contractor warrants that the Operations Director named in this agreement will remain as Project Manager through the duration of the contract unless a replacement is approved in writing by the Authority.

31. Maintenance Personnel

Maintenance personnel who will perform PM and respond to callouts shall have demonstrated experience and competency in maintaining other similar CNG equipment, with at least two-year's of recent experience.

32. Throughput Performance Test

32.1 Authority may require a performance test at any time during the contract period in order to verify the performance of the Facilities.

32.2 Tests shall be performed while fueling CNG buses simultaneously from fueling lanes, to verify that the system meets the minimum flow rates specified. Facilities shall be tested to verify its actual throughput performance using the following procedure:

32.2.1 Dispensers shall be calibrated on site, prior to throughput performance test, by a third party approved by the Authority and Contractor.

32.2.2 CNG Buffer storage shall be full and the single largest CNG compressor shall be taken off-line. All remaining CNG compressors shall be on-line.

32.2.3 Fueling lanes and dispensers shall be on-line. A test fleet of 20 CNG buses shall be used, and each bus shall be at no more than 2,000 PSIG prior to the test.

SCOPE OF WORK

- 32.2.4 The test shall begin when dispensers are connected to buses and dispensers are started simultaneously. The test start time (time of day) shall be noted.
- 32.2.5 Buses shall be fully filled as determined by the dispenser auto-fill completion. Buses shall be continuously fueled as each preceding bus completes fueling, regardless of lane.
- 32.2.6 Actual fill volume dispensed at each fill event shall be logged, based on dispenser display following each dispenser auto-fill completion.
- 32.2.7 Dwell time (i.e. time between auto-fill completion of bus 'A' and start of fuel flow to bus 'B' at a given lane/dispenser) between all test-fueling events shall be controlled and limited as closely as possible to 90-seconds by the Authority's fuelers.
- 32.2.8 Completion of filling the final (20th) test bus shall mark the termination of the test and the time of day shall be logged and the elapsed time of the test shall be calculated.
- 32.2.9 Flow time and volume will be recorded for each bus fill. Fleet average flow rate is defined as total volume dispensed divided by total flow time.
- 32.2.10 The mass of CNG dispensed to the 20 test buses shall be aggregated and converted to SCF of CNG.
- 32.2.11 The total aggregate SCF of CNG dispensed during the test, divided by the aggregate test time, shall equal at least 3,700 SCFM.
- 32.2.12 Five hours following fill completion: all test bus tank pressures shall be within three percent of 3,600 PSIG, temperature compensated to 70°F.
- 32.2.13 System is designed to deliver the observed throughput performance on a continuous basis.

33. Reliability Functional Test

The gas monitoring and warning system at bus-fueling shall be tested three times annually (every four months) to show that the system is working properly and has been approved by the AHJs.

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EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

Enter the pricing of turn-key operation and maintenance services described in the Exhibit A, Scope of Work to include operation, maintenance, all direct and indirect expenses, profit, and overhead. All prices quoted below shall be firm throughout the initial and option term of the Agreement. Pricing quoted shall be based on per therm of CNG dispensed.

Throughput Levels of Therms of CNG Dispensed Per Month	25,000 - 49,999	50,000 - 74,999	75,000 - 99,999	100,000 - 149,999	150,000 - 199,999	200,000 - 299,999	300,000+
Initial Term Year 1: (12/1/21-11/30/22) Turn-Key Operation and Maintenance Per Therm Cost	\$	\$	\$	\$	\$	\$	\$
Initial Term Year 2: (12/1/22-11/30/23) Turn-Key Operation and Maintenance Per Therm Cost	\$	\$	\$	\$	\$	\$	\$
Initial Term Year 3: (12/1/22-11/30/24) Turn-Key Operation and Maintenance Per Therm Cost	\$	\$	\$	\$	\$	\$	\$
Option Term Year 1: (12/1/23-11/30/25) Turn-Key Operation and Maintenance Per Therm Cost	\$	\$	\$	\$	\$	\$	\$
Option Term Year 2: (12/1/24-11/30/26) Turn-Key Operation and Maintenance Per Therm Cost	\$	\$	\$	\$	\$	\$	\$

Note: Evaluation will be based on cost per therm dispensed for 200,000 – 299,999 therms, for both the initial term and option term.

PRICE SUMMARY SHEET

1. I acknowledge receipt of **RFP 1-3317** and Addenda No.(s)_____
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 150)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

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EXHIBIT C: PROPOSED AGREEMENT

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

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

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

D. Should the services of any key person become no longer available to CONTRACTOR, the

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

7 **ARTICLE 4. TERM OF AGREEMENT**

8 A. This Agreement shall commence on December 1, 2021 and shall continue in full force and
9 effect through November 30, 2024, unless earlier terminated or extended as provided in this Agreement.

10 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
11 additional twelve (12) months, commencing December 1, 2024 and continuing through
12 November 30, 2025 ("First Option Year"), and thereupon require CONTRACTOR to continue to provide
13 services, and otherwise perform, in addition with Exhibit A and at the rates set forth in Article 5, "Payment".

14 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement for an
15 additional twelve (12) months, commencing December 1, 2025 and continuing through
16 November 30, 2026 ("Second Option Year"), and thereupon require CONTRACTOR to continue to
17 provide services, and otherwise perform, in addition with Exhibit A and at the rates set forth in Article 5,
18 "Payment".

19 D. AUTHORITY's election to extend this Agreement beyond the initial term shall not diminish its
20 right to terminate this Agreement. The "maximum term" of this Agreement shall be the period extending
21 from December 1, 2021 through November 30, 2026, which period encompasses the initial term and
22 option terms.

23 **ARTICLE 5. PAYMENT**

24 A. For CONTRACTOR's full and complete performance of its obligations under this Agreement,
25 and subject to the maximum cumulative payment obligation provisions set forth in Article 7, AUTHORITY
26 shall pay CONTRACTOR on a time and expense basis with firm-fixed unit prices per Exhibit B, entitled

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“Price Summary Sheet,” attached to and by this reference incorporated in and made a part of this Agreement. These prices shall remain fixed for the term of the Agreement and are acknowledged to include CONTRACTOR’s direct costs, indirect costs and profit.

B. CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONTRACTOR. CONTRACTOR shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for services until such time as CONTRACTOR has documented to AUTHORITY’s satisfaction, that CONTRACTOR has fully completed all work required. AUTHORITY’s payment in full for any services completed shall constitute AUTHORITY’s final acceptance of CONTRACTOR’s work.

C. Invoices shall be submitted by CONTRACTOR on a monthly basis and shall be submitted in duplicate to AUTHORITY’s Accounts Payable office. CONTRACTOR may also submit invoices electronically to AUTHORITY’s Accounts Payable Department at vendorinvoices@octa.net. AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include the following information:

1. Agreement No. C-1-3317;
2. Specify the date, location, work performed and throughput, for which payment is being requested;
3. The time period covered by the invoice;
4. Total monthly invoice (including project-to-date cumulative invoice amount);
5. Certification signed by the CONTRACTOR or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The

1 invoice does not include any amount which CONTRACTOR intends to withhold or retain from a
2 subcontractor or supplier unless so identified on the invoice;

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

6 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

7 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
8 facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49
9 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

10 B. "CONTRACTOR agrees to pay each subcontractor under this Contract for satisfactory
11 performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR
12 receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each
13 subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and
14 accepted including incremental acceptances of portions of the Agreement work by AUTHORITY. Any
15 delay or postponement of payment from the above referenced time frame may take place only for good
16 cause and with AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause
17 verbatim, set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other
18 source agreements issued to both DBE and non-DBE firms.

19 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the
20 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
21 Professions Code. This requirement shall not be construed to limit or impair any contractual,
22 administrative or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event
23 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient subcontractor
24 performance and/or noncompliance by a subcontractor.

25 D. Failure to comply with this provision without prior approval from AUTHORITY will constitute
26 noncompliance, which may result in the application of appropriate administrative sanctions, including, but

not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

ARTICLE 7. MAXIMUM OBLIGATION

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

ARTICLE 8. NOTICES

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

To CONTRACTOR:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION:

ATTENTION: Kristen Mason

Title:

Title: Section Manager, Maintenance Procurement

Phone:

Phone: (714) 560 – 5842

Email:

Email: kmason@octa.net

ARTICLE 9. INDEPENDENT CONTRACTOR

A. CONTRACTOR's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONTRACTOR's personnel performing services under this Agreement shall

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at all times be under CONTRACTOR's exclusive direction and control and shall be employees of
CONTRACTOR and not employees of AUTHORITY. CONTRACTOR 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.

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

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ARTICLE 10. INSURANCE

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A. CONTRACTOR 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.
CONTRACTOR shall provide the following insurance coverage:

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1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000 each accident;
 3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;
 4. Employers' Liability with minimum limits of \$1,000,000;
 5. Professional Liability with minimum limits of \$1,000,000 per claim; and
 6. Pollution Liability with minimum limits of \$2,000,000 per claim.

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B. Proof of such coverage, in the form of a certificate of insurance and an insurance policy
blanket additional insured endorsement, designating the AUTHORITY, its officers, directors, and

1 employees as additional insureds on general liability and automobile liability, as required by contract.
2 Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the
3 effective date of this Agreement and prior to commencement of any work. Such insurance shall be
4 primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.
5 Furthermore, AUTHORITY reserves the right to request certified copies or review all related insurance
6 policies, in response to a related loss.
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8 C. CONTRACTOR shall include on the face of the certificate of insurance the Agreement
9 Number C-1-3317; and, the Contract Administrator's Name, Kristen Mason.

10 D. CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall
11 maintain insurance coverage in the amounts required from CONTRACTOR as provided in this
12 Agreement.

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

15 **ARTICLE 11. ORDER OF PRECEDENCE**

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

17 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 1-3317,
18 (3) CONTRACTOR's proposal dated _____; and (4) all other documents, if any, cited herein or
19 incorporated by reference.

20 **ARTICLE 12. CHANGES**

21 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
22 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
23 to AUTHORITY by CONTRACTOR as described in the Scope of Work. If any such work suspension or
24 change causes an increase or decrease in the price of this Agreement or in the time required for its
25 performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for
26 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an

1 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR
2 from proceeding immediately with the Agreement as changed.
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4 B. CONTRACTOR shall only commence work covered by an amendment after the amendment
5 is executed by AUTHORITY.

6 **ARTICLE 13. DISPUTES**

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

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

18 **ARTICLE 14. TERMINATION**

19 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
20 by giving CONTRACTOR written notice thereof. Upon termination, AUTHORITY shall pay
21 CONTRACTOR its allowable costs incurred to date of that portion terminated. Said termination shall be
22 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
23 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
24 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
25 given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8,
26 herein. Upon receipt of said notification, CONTRACTOR agrees to comply with all applicable provisions

1 of the FAR pertaining to termination for convenience.

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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, CONTRACTOR shall immediately cease work, unless the notice from
7 AUTHORITY provides otherwise. Upon receipt of the notice from AUTHORITY, CONTRACTOR shall
8 submit an invoice for work and/or services performed prior to the date of termination. AUTHORITY shall
9 pay CONTRACTOR for work and/or services satisfactorily provided up to the date of termination in
10 compliance with this Agreement. Thereafter, CONTRACTOR shall have no further claims against
11 AUTHORITY under this Agreement. AUTHORITY shall not be liable for any claim of lost profits or
12 damages for such termination.

13 **ARTICLE 15. INDEMNIFICATION**

14 CONTRACTOR 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, costs, penalties, fines, damages, bodily injuries,
17 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
18 the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or
19 suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless,
20 and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims
21 or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

22 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

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

terms and conditions of this Agreement.

B. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope of Work to the parties identified below for the functions described below. CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, 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 CONTRACTOR.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Function</u>
	.00
	.00

ARTICLE 17. ACCESS TO RECORDS AND REPORTS

CONTRACTOR shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONTRACTOR's accounting books, records, payroll documents and facilities of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONTRACTOR 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 CONTRACTOR'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 16 of this Agreement. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

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2 **ARTICLE 18. CONFLICT OF INTEREST**

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

13 **ARTICLE 19. CODE OF CONDUCT**

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

17 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

18 CONTRACTOR and all subcontractors performing work under this Agreement, shall be
19 prohibited from concurrently representing or lobbying for any other party competing for a contract with
20 AUTHORITY, either as a prime CONTRACTOR or subcontractor. Failure to refrain from such
21 representation may result in termination of this Agreement.

22 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

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

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2 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

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

10 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

11 During the performance of this Agreement, CONTRACTOR, for itself, its assignees and
12 successors in interest agree as follows:

13 A. Compliance with Regulations: CONTRACTOR shall comply with the Regulations relative to
14 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT")
15 Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter
16 referred to as the Regulations), which are herein incorporated by reference and made a part of this
17 Agreement.

18 B. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the
19 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
20 retention of subcontractors, including procurements of materials and leases of equipment. The
21 CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section
22 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth
23 in Appendix B of the Regulations.

24 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
25 solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be
26 performed under a subcontract, including procurements of materials or leases of equipment, each

1 potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's
2 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of
3 race, color, or national origin.
4

5 D. Information and Reports: CONTRACTOR shall provide all information and reports required
6 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
7 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be
8 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
9 required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this
10 information the CONTRACTOR shall so certify to the AUTHORITY as appropriate, and shall set forth
11 what efforts it has made to obtain the information.

12 E. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with
13 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as
14 it may determine to be appropriate, including, but not limited to:

- 15 1. Withholding of payments to the CONTRACTOR under the Agreement until the
16 CONTRACTOR complies; and/or
17 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

18 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
19 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
20 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program
21 or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as
22 amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally
23 Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of
24 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for
25 FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title
26 VI regulations.

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2 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
3 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and
4 services of public entities, as well as imposes specific requirements on public and private providers of
5 transportation.

6 H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (A)
7 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
8 exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such
9 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
10 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a
11 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
12 a result of such direction, the CONTRACTOR may request the AUTHORITY to enter into such litigation
13 to protect the interests of the AUTHORITY, and, in addition, the CONTRACTOR may request the United
14 States to enter into such litigation to protect the interests of the United States.

15 **ARTICLE 24. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
16 **CONTRACTOR CONTRACTS**

17 At the time of Agreement execution, CONTRACTOR committed to utilize one or more
18 Disadvantaged Business Enterprise (“DBE”) firms in the performance of this U.S. DOT-assisted contract.
19 CONTRACTOR agrees to ensure that any DBE subcontractor listed on the “DBE Participation
20 Commitment Form” (Attachment ___), will perform work and/or supply materials pursuant to all original
21 commitments, unless otherwise directed and/or approved by AUTHORITY prior to CONTRACTOR
22 effectuating any changes to its DBE participation commitment. CONTRACTOR shall comply with all the
23 requirements set forth in Attachment “A” entitled, “DISADVANTAGED BUSINESS ENTERPRISE (DBE)
24 CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS,” which is attached to, and
25 incorporated herein by reference to this Agreement.

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2 **ARTICLE 25. PROHIBITED INTERESTS**

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

6 B. No member of or delegate to, the Congress of the United States shall have any interest, direct
7 or indirect, in this Agreement or to the benefits thereof.

8 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

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

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

24 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
25 released by CONTRACTOR to any other person or agency except after prior written approval by
26 AUTHORITY, except as necessary for the performance of services under this Agreement. All press

1 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
2 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

3
4 **ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT**

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

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

25 **ARTICLE 28. FINISHED AND PRELIMINARY DATA**

26 A. All of CONTRACTOR's finished technical data, including but not limited to illustrations,

1 photographs, tapes, software, software design documents, including without limitation source code,
2 binary code, all media, technical documentation and user documentation, photo prints and other graphic
3 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
4 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
5 except as elsewhere authorized in this Agreement. CONTRACTOR further agrees that it shall have no
6 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
7 to the provisions of the Freedom of Information Act, 5 USC 552.
8

9 B. It is expressly understood that any title to preliminary technical data is not passed to
10 AUTHORITY but is retained by CONTRACTOR. Preliminary data includes roughs, visualizations,
11 software design documents, layouts and comprehensives prepared by CONTRACTOR solely for the
12 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
13 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
14 AUTHORITY if CONTRACTOR causes AUTHORITY to exercise Article 12, and a price shall be
15 negotiated for all preliminary data.

16 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

17 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
18 than a bona fide employee working for the CONTRACTOR; to solicit or secure this Agreement; and that
19 he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee,
20 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from
21 the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall
22 have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement
23 price or consideration, or otherwise recover the full amount of such fee, commission, percentage,
24 brokerage fee, gift, or contingent fee.

25 **ARTICLE 30. LOBBYING**

26 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification

1 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
2 not or has not used Federal appropriated funds to pay any person or organization for influencing or
3 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
4 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
5 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
6 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
7 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
8 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

9
10 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

11 CONTRACTOR shall comply with all the requirements set forth in Exhibit __, titled "Level 3 Health,
12 Safety and Environmental Specifications."

13 **ARTICLE 32. PRIVACY ACT**

14 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
15 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
16 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
17 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
18 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
19 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
20 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

21 **ARTICLE 33. INCORPORATION OF FTA TERMS**

22 All contractual provisions required by Department of Transportation (DOT), whether or not
23 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F,
24 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
25 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained
26 in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply

1 with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.
2

3 **ARTICLE 34. FEDERAL CHANGES**

4 CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures
5 and directives, including without limitation those listed directly or by reference in the agreement between
6 the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this
7 Agreement. CONTRACTOR's failure to comply shall constitute a material breach of contract.

8 **ARTICLE 35. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

9 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any
10 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
11 Agreement, absent the express written consent by the Federal Government, the Federal Government is
12 not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
13 CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter
14 resulting from the underlying Agreement. CONTRACTOR agrees to include these requirements in all of
15 its subcontracts.

16 **ARTICLE 36. LIQUIDATED DAMAGES**

17 A. It is mutually understood and agreed by and between the parties to this Agreement that
18 during the period that CONTRACTOR is providing O&M services to CNG Fueling Facilities, AUTHORITY
19 will be damaged if AUTHORITY's CNG transit buses are not fueled at any CNG Fueling Facility prior to
20 scheduled morning roll-out for reasons that are not the fault of AUTHORITY and which do not arise out
21 of events of force majeure. The amount of said damages, being difficult if not impossible of definite
22 ascertainment and proof, it is hereby agreed that the amount of such damages due AUTHORITY shall
23 be fixed at \$250.00 per day per CNG transit bus, not to exceed 395 CNG transit buses with an equivalent
24 160 gasoline gallon equivalent fill, that are not able to be fueled at any CNG Fueling Facility listed in this
25 Agreement.

26 B. CONTRACTOR hereby agrees to pay the aforestated amounts as fixed, agreed, liquidated

1 damages, and not by way of penalty, to AUTHORITY and further authorizes AUTHORITY to deduct the
2 amount of the damages from money due CONTRACTOR under this Agreement, computed as aforesaid.
3 If the monies due CONTRACTOR are insufficient or no monies are due CONTRACTOR, CONTRACTOR
4 shall pay AUTHORITY the difference or the entire amount, whichever may be the case, within thirty (30)
5 calendar days after receipt of a written demand by the AUTHORITY's Contract Administrator.
6

7 **ARTICLE 37. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
8 **RELATED ACTS**

9 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act
10 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
11 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
12 Agreement, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
13 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
14 assisted project for which this Agreement's work is being performed. CONTRACTOR also acknowledges
15 that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
16 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil
17 Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

18 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious,
19 or fraudulent claim, statement, submission, or certification to the Federal Government under an
20 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
21 FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
22 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
23 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
24 its subcontracts.

25 **ARTICLE 38. RECYCLED PRODUCTS**

26 CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource

1 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
2 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement
3 of the items designated in subpart B of 40 CFR Part 247. CONTRACTOR agrees to include this
4 requirement in all of its subcontracts.
5

6 **ARTICLE 39. ENERGY CONSERVATION REQUIREMENTS**

7 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
8 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
9 Conservation Act.

10 **ARTICLE 40. CLEAN AIR**

11 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
12 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation
13 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
14 appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
15 subcontracts.

16 **ARTICLE 41. CLEAN WATER REQUIREMENTS**

17 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
18 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall
19 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn,
20 report each violation as required to assure notification to FTA and appropriate EPA Regional Office.
21 CONTRACTOR agrees to include this requirement in all of its subcontracts.

22 **ARTICLE 42. FLY AMERICA REQUIREMENT**

23 CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance
24 with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that
25 recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air
26 carriers for the U.S. Government-financed international air travel and transportation of their personal

1 effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter
2 of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was
3 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier
4 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
5 certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the
6 requirements of this section in all subcontracts that may involve international air transportation.
7

8 **ARTICLE 43. SEISMIC SAFETY REQUIREMENTS**

9 CONTRACTOR agrees that any new building or addition to an existing building will be designed
10 and constructed in accordance with the standards for Seismic Safety required in Department of
11 Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent
12 required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this
13 contract including work performed by a subcontractor is in compliance with the standards required by the
14 Seismic Safety Regulations and the certification of compliance issued on the project.

15 **ARTICLE 44. DEBARMENT AND SUSPENSION**

16 CONTRACTOR shall not do business with a subcontractor or other participant who is debarred,
17 suspended or otherwise disqualified. CONTRACTOR shall comply with 2 CFR Part 180, as adopted and
18 supplemented by 2 CFR Part 1200. CONTRACTOR shall include these requirements in any lower tier
19 covered transaction it enters into.

20 **ARTICLE 45. FORCE MAJEURE**

21 Either party shall be excused from performing its obligations under this Agreement during the time
22 and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
23 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
24 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
25 omission by the other party; when satisfactory evidence of such cause is presented to the other party;
26

and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-1-3317 to be executed as of the date of the last signature below.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

DRAFT

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONTRACTOR'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONTRACTOR has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONTRACTOR'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONTRACTOR'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONTRACTOR must not effectuate any changes to its DBE participation commitment.

CONTRACTOR must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONTRACTOR'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONTRACTOR must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONTRACTOR must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontractor. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis

of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
 - (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled

- members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;”
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **“Owned and Controlled”** means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **“Manufacturer”** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.
6. **“Regular Dealer”** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to

such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. ***“Other Socially and Economically Disadvantaged Individuals”*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONTRACTOR'S DBE goal commitment:

- A. "Monthly DBE Subcontractor Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONTRACTOR DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONTRACTOR is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONTRACTOR must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONTRACTOR must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONTRACTOR Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONTRACTOR during Month
 - e) Amount Paid to CONTRACTOR from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment
 - h) DBE Commitment as Percentage of Current Agreement Amount

2. Listed and Proposed CONTRACTOR/Subcontractor Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
 - a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONTRACTOR or Subcontractor(s) During Month and Amount Paid to CONTRACTOR or Subcontractor(s) to date.

CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONTRACTOR Assurance of Full Compliance with Prompt Payment Provisions

CONTRACTOR must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all subcontractors in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONTRACTOR Payment Verification Summary

CONTRACTOR is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONTRACTOR'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONTRACTOR'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

CONTRACTOR to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONTRACTOR has reflected a value paid within the reporting period. Verification of Payment Summary must be signed by

the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONTRACTOR must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONTRACTOR must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONTRACTOR must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subcontractor Paid Report Summary

AUTHORITY will require CONTRACTOR (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subcontractor Paid Report Summary." These reports will capture payments to CONTRACTOR and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONTRACTOR will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONTRACTOR must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subcontractors," certified correct by CONTRACTOR or the CONTRACTOR'S authorized representative, to facilitate reporting and capturing DBE attainments at conclusion of the project. The

form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor must notify the CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor must notify CONTRACTOR in writing with the date of certification (Attach DBE certification/decertification letter). CONTRACTOR must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONTRACTOR indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONTRACTOR to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONTRACTOR'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONTRACTOR payment data to a website, database, or other place accessible to subcontractors to assist them in determining when they should expect to receive payment.
- b) Requiring CONTRACTOR to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONTRACTOR and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be

certified through the California Unified Certification Program (“CUCP”) at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONTRACTOR, subcontractor, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the subcontractor is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONTRACTOR’S DBE attainment.
 2. CONTRACTOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or

- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward CONTRACTOR'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. CONTRACTOR may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to

credit for the total value of these hauling services.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the CONTRACTOR listed a non-certified, 1st tier Subcontractor to perform work on this Agreement, and the non-certified Subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONTRACTOR performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONTRACTOR not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONTRACTOR seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONTRACTOR has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subcontractor fails or refuses to execute a written contract;
- B. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of CONTRACTOR;
- C. The listed DBE subcontractor fails or refuses to meet CONTRACTOR'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- E. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONTRACTOR has determined that the listed DBE subcontractor is not a responsible CONTRACTOR;
- G. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONTRACTOR is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONTRACTOR seeks to terminate a DBE it relied upon to obtain the Agreement so that CONTRACTOR can self-perform the work for which the DBE CONTRACTOR was engaged or so that CONTRACTOR can substitute another DBE or non-DBE CONTRACTOR after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subcontractor, CONTRACTOR must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONTRACTOR must give the DBE five (5) days to respond to CONTRACTOR'S notice and advise AUTHORITY and CONTRACTOR of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONTRACTOR'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONTRACTOR may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONTRACTOR within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONTRACTOR.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONTRACTOR shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONTRACTOR elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a written

determination to CONTRACTOR stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE Subcontractors

In the event CONTRACTOR identifies additional DBE Subcontractors or suppliers not previously identified by CONTRACTOR for DBE participation under the Agreement, CONTRACTOR must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONTRACTOR'S DBE participation until approved by AUTHORITY.

CONTRACTOR must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONTRACTOR is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONTRACTORS violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONTRACTOR shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONTRACTOR and subcontractor agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONTRACTOR and subcontractor further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONTRACTOR with coordination of informal meeting requests to assist in the resolution of disputes between CONTRACTOR and subcontractor. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONTRACTOR and subcontractor for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONTRACTOR and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONTRACTOR and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONTRACTOR must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subcontractors, regardless of tier, are also fully compliant. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages; and/or
4. Disqualifying CONTRACTOR from future bidding/proposing as non-

responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONTRACTOR identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONTRACTOR must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONTRACTOR'S right to appeal. If CONTRACTOR files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONTRACTOR'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONTRACTOR, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

DRAFT
EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

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

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Andrew Do, Chairman

Mark A. Murphy, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Vicente Sarmiento, Director

Tim Shaw, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

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EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **3%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- 3.3.2.6 Women; and
- 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

- 3.8 "Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

- 3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
- 3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 **DBE Proposal Submission Requirements**

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)

- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit F-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the

amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit F-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit F-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

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DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment
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Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:
\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price
_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print) _____	14. Preparer's Signature _____	15. Preparer's Title _____
16. Date _____	17. Telephone No. _____ () _____	18. Email Address _____

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

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- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

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- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:	DRAFT						<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

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NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

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EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For

example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.

(5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

(1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

Consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure

forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

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**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

NO REPORTABLE ACTIVITIES (Bidder/Offeror required to complete Section 16 below.)

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by
 OMB
 003480045

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p style="font-size: 48px; opacity: 0.5;">DRAFT</p> <p>(attach Continuation Sheet(s) SF - LLL - A if necessary)</p>		
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other specify: _____</p>	
<p>12. Forum of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify nature: _____ value: _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contracted for Payment indicated in Item, 11:</p> <p align="center">(attach Continuation Sheet(s) SF-LLL-A if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by Code 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.</p>	<p>Signature: _____ Print name: _____ Title: _____ Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Approved by
 003480045

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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EXHIBIT H: SAFETY SPECIFICATIONS

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS**REQUIRED HSE SUBMITTAL SUMMARY**

Contractor shall submit copies of the items listed below for contract scope work on OCTA projects and property. Copies shall be provided prior to contractor's mobilization onto OCTA projects and property. Contractor shall provide compliant written Health, Safety & Environmental (HSE) submittals within 30 days of the contract notice to proceed.

HSE submittals shall comply with the 1988 Drug Free Workplace Act, or the Department of Transportation (DOT), or the Federal Transportation Administration (FTA) requirements (according to OCTA procurement funding guidelines) and comply with the California Code of Regulations (CCR) Title 8 regulatory standards.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All HSE related programs/plans submitted to OCTA for acceptance shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the HSE submittal process.

1. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
2. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
3. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program.
4. Contractor shall provide a copy of their Hazard Communication Program and SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.
5. On-Site HSE Representative:
On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The

National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's on-site HSE Representative(s) shall provide a resume and have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction/scope discipline for which Contractor is contracting with the Authority.

6. A Detailed Site Specific HSE Work Implementation Plan:

This plan shall be prepared and submitted by a recognized HSE professional experienced in developing compliant written HSE programs. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, South Coast Air Quality Management District (SCAQMD) rules, National Fire Protection Association (NFPA), National Electric Code (NEC), American National Standards Institute (ANSI) codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

PART I – GENERAL

1.0 GENERAL HEALTH, SAFETY AND 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, and bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority including California Department of Transportation safety requirements and special provisions. Additionally, manufacturer requirements are considered incorporated by reference, as applicable, to this scope of work.
- B. Observance of unsafe acts or conditions, serious violation of health and safety standards, non-conformance of Authority HSEC requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it

and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

- E. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with the Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
- F. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who works on Authority projects in the following; recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

PART II – SPECIFIC REQUIREMENTS

- 2.0 While these safety specifications are intended to promote safe work practices, Contractors are reminded of their obligation to comply with all federal (Code of Federal Regulations (CFR) Sections 1926 & 1910 Standards), state (CCR Title 8 Standards), local and municipal safety regulations, and Authority health, safety and environmental requirements applicable to their project scope. Failure to comply with these standards may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

2.1 REQUIRED DOCUMENTATION / REPORTING REQUIREMENTS

The Contractor at a minimum shall provide the following documents to the Authority's Project Manager. Items A through E below shall be submitted and accepted by the Authority's Project Manager prior to Contractor mobilization. Item F upon each occurrence, and for items G through K, contractor shall verify the following documentation is in place, prior to and during contract scope and make the same available to the Authority upon request within 72 hours.

Contractor's established written programs/plans shall comply with CCR Title 8 regulatory standards. All new programs/plans shall be prepared and submitted by a qualified HSE professional who is recognized by an organization of industry standard (i.e., CSP, CIH, CHST, STS, CHMM, etc.) and is experienced in developing compliant written HSE programs. The site safety HSE representative shall participate in the scope submittal process.

- A. A Comprehensive Project Specific Health, Safety, and Environmental (HSE) Work Plan.
 - a. The Contractor shall develop a site project plan that may include, but is not limited to: Permits, Evacuation, Emergency Plan, Roles and Responsibilities, Scope and Construction Activity Details, Constructability Review, Contractor Coordination Process, Safe Work Methods, Hazard

Identification & Risk Control, First Aid and Injury Management, Emergency Procedures, Public Protection, Authority and Contractor Site Rules, Incident Reporting and Investigation, Specialized Work or Licensing, Training and Orientation Requirements, Chemical Management, and Subcontractor Management.

- b. A Detailed Site Specific HSE Implementation Plan: This plan shall be prepared and submitted by a recognized HSE professional (current BCSP Certification in good standing, i.e., CSP, CHST, OHST) experienced in developing compliant written HSE programs, acceptable to OCTA. Indicate the methods and procedures, and include the sequence of tasks as listed on the project schedule, include the hazards, tools and equipment, and the safe work practices to mitigate the hazards in a format acceptable OCTA. Specify safety measures in accordance with applicable Cal/OSHA standards, SCAQMD rules, NFPA, NEC, ANSI codes and regulations, job hazard analysis, policies, procedures, HSE training requirements and known and potential hazards of Contractor's scope. Plans shall be prepared as specified above, and may require if necessary a professional engineer licensed to practice in the state of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.

- B. Contractor shall provide a copy of their Company HSE Policy/Procedure Manual, in compliance with CCR Title 8 Standards for awarded scope.
- C. Contractor shall provide a copy of Company's Injury Illness Prevention Program in accordance with CCR Title 8, Section 3203.
- D. Contractor shall provide a copy of their Policy or Substance Abuse Prevention Program that complies with the 1988 Drug Free Workplace Act.
- E. Contractor shall provide the resume and qualifications/certifications of assigned project designated Onsite HSE Representative for this scope as identified in section 2.3 of this specification.
- F. Accident/Incident investigation report within 24 hours of event (immediate verbal notification to Authority Project Manager, followed by Written Report).

The following required documentation shall be provided to the Authority's Project Manager, upon Authority request, within 72 hours.

- G. A copy of Contractor weekly site safety inspection report with status of corrections, upon request, within 72 hours.
- H. Contractor shall provide a copy of the Contractors and subcontractors competent person list (submit to Authority Project Manager, upon Authority request, within 72 hours).

- I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).
- J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.
- K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

- A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.
- B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

- A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
- B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health (NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.
 2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.
 3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
 4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.
- C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.
- D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.
- E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

2.4 SITE HSE ORIENTATION

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

2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

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

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 led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of

the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.
2. Serious Incident: includes property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.
3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident: includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

- A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

2.7 ENVIROMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils,

- bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.
- E. If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or other Hazardous Substance (as defined in California Health and Safety Code, and all regulations pursuant thereto) which has not been rendered harmless, the Contractor shall immediately stop work in that area affected and report the condition to the Authority in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) or other hazardous substance and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or other hazardous substance, or when it has been rendered harmless, by written agreement of the Authority and the Contractor, or in accordance with a final determination by an Environmental Consultant employed by the Authority.
- F. The Contractor shall not permit any hazardous substances to be brought onto or stored at the Project Site or used in the construction of the work, except for specified materials and commonly used construction materials for which there are no reasonable substitutes. All such materials shall be handled in accordance with all manufacturers' guidelines, warnings and recommendations and in full compliance with all applicable laws. All notices required to be given with respect to such materials shall be given by the Contractor. The Contractor shall not intentionally release or dispose of hazardous substances at the Project Site or into the soil, drains, surface or ground water, or air, nor shall the Contractor allow any Sub-Contractor, subcontractor or supplier or any other person for whose acts the Contractor or any subcontractor, vendor or supplier may be liable, to do so. For purposes of Contract Documents, "hazardous

substance” means any substance or material which has been determined or during the time of performance of the work is determined to be capable of posing a risk of injury to health, safety, property or the environment by any federal, state or local governmental authority.

2.8 VEHICLE AND ROADWAY SAFETY REQUIREMENTS

- A. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, are identified by company name and/or logo, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- B. Personal vehicles belonging to Contractor employees shall not be parked on the traveled way or shoulders including any section closed to public traffic, or areas of the community that may cause interference or complaints
- C. The Contractor shall comply with California Department of Transportation safety requirements and special provisions when working on highway projects.
- D. The Contractor shall conform to American Traffic Safety Services Association (Quality Standard for Work Zone Control Devices 1992).

2.9 LANGUAGE REQUIREMENTS

For safety reasons, the Contractor shall ensure employees that do not read, or understand English, shall be within visual and hearing range of a bilingual supervisor or responsible designee at all times when on the Authority property or projects.

2.10 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

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

- A. RESPIRATORS (CCR Title 8, Section 5144) - The required documentation for training and respirator use shall be provided to the Authority’s Project Manager upon request within 72 hours. All compliance documentation as required by CCR Title 8, Section 5144, Respiratory Protective Equipment.
- B. EYE PROTECTION – The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.
- C. BUS BASE – Minimum PPE required includes but is not limited to; Eye protection, class 2 reflective vest, steel toe or construction type footwear that meets ANSI Z41 1991 are recommended.

- D. CONSTRUCTION PROJECTS - Minimum PPE required includes but is not limited to; hard hat, eye protection, hand protection, class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 are recommended.
- E. HARD HATS: Approved hard hat that meet ANSI Z89. 1 (latest revision). Hard hats should be affixed with the company/agency logo and/or name. The bill shall be worn forward. Metal hard hats and cowboy style are forbidden on Authority projects.
- F. FOOTWEAR: Enclosed leather that covers the ankles, such as a construction type boot. Employees shall not wear casual dress shoes, open toe, sneakers, sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal in construction work areas. Safety toe footwear that meets ANSI Z41 1991 are recommended on construction sites and in operating facilities.
- G. CLOTHING/SHIRTS: minimum or waist length shirts with sleeves (4" minimum).
- H. CLOTHING/TROUSERS: Cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. No sweat pants, or trousers with holes.
- 2.11 AERIAL DEVICES (CCR Title 8, Section 3648)
- Aerial devices are defined in CCR Title 8 as any vehicle-mounted or self-propelled device, telescoping extensible or articulating, or both, which is primarily designed to position personnel. If aerial devices are to be used, the required documentation in CCR Title 8, Section 3648 shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2.12 CONFINED SPACE ENTRY (CCR Title 8, Section 5157)
- Before any employee will be allowed to enter a confined space, the required documentation as required by CCR Title 8, Section 5157 shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- A. RECOMMENDED: a copy of the most recent calibration record for each air monitoring unit, 3-gas monitor or "sniffer" to be used by the Entry Supervisor prior to entering permit-required confined spaces.
- 2.13 CRANES
- A. Crane activity shall comply with 29 CFR 1926.550, CCR Title 8 Standards, manufacture's recommendations and requirements, applicable American Society of Mechanical Engineers (ASME), and ANSI Standards. In addition, Contractor shall comply with the following requirements: Prior to using mobile cranes, the Contractor shall provide to the Authority Project Manager, items I,

2 & 3 of the following documentation a minimum of seven (7) days prior to activity, and item 4 on each day of crane activity.

1. Cranes require a submittal of the annual certification, and copy of the cranes most recent quarterly inspection.
 2. A copy of each crane operator's qualification (NCCCO or equivalent) of company-authorized crane operators that have been properly trained in the equipment's use and limitations. Operator certification as required by CCR Title 8, Section 5006.1.
 3. A rigging plan is required for all lifts. Critical lifts require an engineered plan designed by a registered professional engineer licensed in the State of California.
 4. Contractor shall provide the name and qualifications of each "Qualified Rigger" as defined by OSHA.
 5. Rigging scope activity shall comply with 29 CFR Subparts 1926.250, 1929.753 and CCR Title 8 Standards.
 6. All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
 7. Rigging equipment shall be inspected by a designated, competent employee prior to initial use on the project, prior to each use, and documented inspections performed regularly. Records shall be kept on jobsite of each of these inspections by contractor and be made available to the Authority upon request within 72 hours.
 8. Only one (1) sling eye should be in a hook, for multiple slings a shackle shall be used to prevent separation of slings, and prevent stress on weak points of the hook.
 9. Contractor shall prepare a documented daily crane inspection report.
- B. Pick and carry with rubber tired cranes is forbidden on Authority projects.
- C. Engineered Critical Lifts

A critical lifts is established where any one of the following conditions are created:

1. Where in the crane's current configuration at any point during the lift, a gross load weight exceeds 75% of the capacity of the crane.
2. A gross weight equal to, or greater than 10 tons.
3. Lifts over buildings, equipment, public roadways, structures, or power lines.

4. A single lift where two or more cranes are used, including tandem lifts and tailing cranes.
5. Lifts made in close proximity of power lines, as defined by CCR Title 8 voltage clearance specifications.
6. Lifts involving helicopters, and specialized or unique and complex rigging equipment.
7. Hoisting of suspended work platforms.
8. Static tower crane erection and dismantlement.
9. Making lifts below the ground level where the crane is positioned.
Note: Where the below the ground lift is minimal (evaluated by California registered professional engineer), a critical lift plan may not be required.

D. Critical Lift Plan

Where a critical lift will be performed, a written critical lift plan shall be submitted to the Authority Project Manager prior to commencing with the lift. The written plan shall include the following:

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturer's load chart.
3. Engineering data shall be provided on the hook assembly (manufacturer's certification or independent laboratory testing and load testing within the past 60 days), below-the hook rigging, and all specialized below-the-hook lifting devices.
4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:
 - A. Locations of all components to be lifted prior, during and after the lift is completed.
 - B. Radius points.
 - C. Swing patterns.

- D. In the event that the lift must be aborted, positions where the load may be safely landed.
 - E. Areas where any personnel, public, and vehicles must be evacuated during the lift.
5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.
 6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a geotechnical engineer or a professional civil engineer registered in the state of California.

Note: *This information may be available from the Authority for selected locations on some projects.*

7. An engineer shall use the data provided in #5 and #6 above to verify and confirm the following:
 - A. That the soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
 - B. That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer such loads.
8. Signature and stamp on the plan by a California registered professional engineer, evidencing review of the plan as meeting the requirements that all loads and load information and calculations contained in the plan are approved, acceptable and safe to perform.
9. Operator qualifications.
10. Method by which communication will be provided to the crane operator. (Designated signal person, two-way radio, hard wire phone system, etc.).
11. A critical lift hazard analysis which identifies the particular hazards (including weather, wind, obstructions, etc.) associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.
12. Emergency action plan.
13. Documentation of lift and pre-job meeting shall be conducted by Contractor's Project Manager.

The written plan shall be submitted 7 days prior to any critical lift for review by the Authority Project Manager and the Authority HSEC department. No critical lifts shall be conducted prior to such review.

E. OVERHEAD CRANES

Before using the Authority overhead cranes, each Contractor shall designate a limited number of employees to attend a training session on the use and limitations of overhead cranes with designated Authority personnel.

2.14 DEMOLITION OPERATIONS (CCR Title 8, Section 1734)

Before starting demolition activities the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. Contractor shall provide all compliance documentation as required by CCR Title 8 Article 31.

- A. The Contractor shall be responsible for visiting and examining the project site to assess and personally determine the extent of demolition, associated work, debris removal, disposal and general work to be done under this section.
- B. The Contractor shall take possession of all demolished materials, except as noted otherwise in the Contract Documents, and be responsible for disposing of them in accordance with applicable laws and regulations. On-site burning or burial of demolition materials will not be permitted.
- C. Provide continuous noise and dust abatement as required, preventing disturbances and nuisances to the public, workers, and the occupants of adjacent premises and the surrounding areas. Dampen areas affected by demolition operation as necessary to prevent dust nuisance.
- D. Site demolition plan: Indicate methods, procedures, equipment, and structures to be employed. Specify safety measures in accordance with applicable codes including signs, barriers, and temporary walkways. Plans shall be prepared by a qualified person (CSP, CIH, CHST, CHMM, etc.), or as necessary by a professional engineer licensed to practice in the State of California, when so required by the provisions of the California Board for Professional Engineer and Surveyors.
- E. Equipment, haul routes, and disposal sites to be used in the demolition and disposal work. Copy of manifests showing delivery of disposed materials in accordance with the plan and permit conditions. Certification that all demolished materials removed from the site have been disposed of in accordance with applicable laws and regulations.

2.15 EXCAVATION OPERATIONS (CCR Title 8, Section 1541)

Before starting excavation activities more than 5 feet deep into which people shall enter, the required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours. All compliance documentation shall comply with the following CCR Title 8, Section 1541 requirements:

- A. A copy of the Contractor's Excavation Permit.
- B. Attention is directed to the applicable sections of the Labor Code concerning trench excavation safety plans, "Trench Safety." Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of that trench and any design calculations used in the preparation of the detailed plan. Excavations 20 feet or greater shall be engineered and plan stamped by a California registered professional engineer.
- C. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before the Contractor intends to begin excavation for the trench.
- D. Excavations and trenches shall be inspected by a "Competent Person" daily and after every rainfall to determine if they are safe. Daily inspections shall be recorded. Documentation is to be kept on site and available for review upon request.
- E. Excavations are considered class 'C' soil unless documented testing in accordance with 29 CFR Subpart P, Section 1926.650 and CCR Title 8 Standards supports a class 'B' soil classification and is confirmed and stamped by a California registered professional engineer. In no case will excavations be classified as class 'A' soil.

2.16 FALL PROTECTION (CCR Title 8, Sections 1669-1671)

The following standards are required when performing work on Authority property. The required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. Fall protection is required for workers exposed to falls in excess of six (6) feet.
- B. When conventional fall protections methods are impractical or create a greater hazard, a written plan in conformance with CCR Title 8, Article 24, shall be submitted to the Authority a minimum of seven (7) days in advance of the scheduled activity.

2.17 FORKLIFTS, BACKHOES AND OTHER INDUSTRIAL TRACTORS (CCR Title 8, Section 3664)

CCR Title 8 defines backhoes as "industrial tractors". All compliance documentation shall be provided as required by CCR Title 8, Section 3664. The following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A copy of each operator's certificate or a list of company-authorized industrial tractor operators that have been properly trained in the equipment's use and limitations. Please state which equipment, and model each operator has been authorized to operate (i.e. forklifts, backhoe, bulldozer, front-end loader, etc.).

2.18 ELECTRICAL OPERATIONS

HIGH VOLTAGE (CCR Title 8, Sections 2700-2974)

Any work on electrical equipment defined by OSHA as high-voltage, at or above 600 volts, requires specialized training certifications and personal protective equipment. Before any high-voltage work commences, the Authority Project Manger must be notified and must provide approval. The following required NFPA 70E certification and a certificate of training from a recognized organization of a two day high voltage safety training course shall be provided to the Authority's Project Manager, upon request, within 72 hours:

- A. A list of the name(s) of the company-designated high voltage Qualified Electrical Worker(s)

LOW VOLTAGE (CCR Title 8, Sections 2299-2599)

Only qualified persons shall work on electrical equipment or systems.

- A. Electrical Certification of Training; Contractor employees working on or around electrical panels, wiring, motors, electrical energy sources or similar electrical devices shall have attended a NFPA 70E, Electrical Safety Course and provide to the OCTA Project Manager a copy of employees' NFPA 70E qualification certificate of training for each employee assigned to electrical tasks on OCTA property or projects.

2.19 POWDER-ACTUATED TOOLS (CCR Title 8, Section 1685)

Before using tools such as "Hilti guns" or other powder-actuated tools, the following required documentation shall be provided to the Authority's Project Manager, upon request, within 72 hours.

- A. A copy of each qualified person's valid operator card.

2.20 SCAFFOLDS (CCR Title 8, Sections 1635.1-1677)

Scaffold erection shall be in compliance with CCR Title 8 Standards. All compliance documentation shall be provided as required by CCR Title 8, Sections 1635.1-1677. In addition, the Contractor shall comply with the following additional requirements.

- A. All scaffolds on Authority project shall be inspected by a competent person qualified for scaffolds in accordance with CCR Title 8 Standards.

- B. Contractor shall arrange for a third party inspection, at least quarterly, by a credentialed professional (insurance carrier, scaffold manufacturer representative, or similar) in addition to the contractors daily self inspections.
- C. A proper scaffold inspection and tagging system shall be maintained identifying compliance status (Example: Green/safe, Yellow/modified-fall protection required, Red/unsafe-do not use).
- D. Contractor shall have a fall protection plan that meets CCR Title 8 Standards for scaffold erectors, an erection/dismantling plan shall be submitted to Authority Project Manager for review prior to start of activity.
- E. Scaffold erection/dismantling shall install handrails beginning on the first level above ground erected, and erectors shall plan erection and dismantling in a manner to maximize handrail protection and minimize employees at unprotected areas.

2.21 WARNING SIGNS AND DEVICES

Signs, signals, and/or barricades shall be visible at all times when and where a hazard exists. Overhead tasks, roofing tasks, excavations, roadwork activity, demolition work, and other recognized hazards shall have guardrail protection, warning barricades, or similar protective measures acceptable to the Authority's Project Manager. Signs, signals, and/or barricades shall be removed when the hazard no longer exists.

2.22 STEEL ERECTION

Steel Erection scope activity shall comply with 29 CFR Subpart R, Section 1926.750, and CCR Title 8 Standards. In addition to OSHA Standards, Contractor shall comply with the following requirements.

- A. Erection planning should incorporate installation methods using aerial devices (man-lifts) and elevated work platforms (scissor lift) to minimize fall hazards of climbing steel where possible. A detailed written job safety analysis (JSA) shall identify installation methods, equipment, and control methods to minimize potential fall hazards.
- B. The Contractor shall not allow any employee to walk the steel unprotected from falls. Contractor employees must be tied-off and "coon" the beam until safety cables are provided to which employees shall use 100% tie-off protection. Two lanyards are required to ensure 100% tie-off protection.
- C. A safe means of access to the level being worked shall be planned. Climbing and sliding down columns are not considered safe access and are forbidden on Authority projects.
- D. A qualified rigger shall inspect the rigging prior to each shift and each lift.

- E. Multiple lift rigging (Christmas Treeing) lifts are forbidden on Authority property and controlled projects.

2.23 AUDITS

- A. The Authority may make periodic patrols of the project site as a part of its normal security and safety program. The Contractor shall not be relieved of its aforesaid responsibilities and the Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor, as a result of safety patrols by the Authority.
- B. The Authority may audit the Contractor's safety program for HSE compliance at various intervals of the project, at the sole discretion of the Authority. Elements may include, but are not limited to: OSHA injury & illness records and logs, Job Safety Analysis and safety plans, equipment operator licenses and training records, incident reports, meeting minutes, engineered plans, safety meeting records, crane and rigging plans, equipment inspection records, qualifications of and interviews with key Contractor management personnel, and other similar information. The Contractor shall support and cooperate with these audits at no additional compensation or schedule impacts with this contract.

2.24 RAILWAY SAFETY PRECAUTIONS

- A. Work on operating railways shall be in compliance with 49 CFR, Part 214, CCR Title 8 Standards, and the Southern California Regional Rail Authority (SCRRA).
- B. New construction rail projects require that all employers and contractors are responsible to assure employees are trained and understand on-track safety procedures, and follow roadway worker rules identified in 49 CFR, Part 214, CCR Title 8, SCRRA, the California Department of Transportation (CalTrans), and OCTA HSE Construction Management Requirements (i.e., item E references).
- C. Minimum PPE for workers include hard hat, safety glasses, orange (i.e., rail company approved color) class 2 reflective vest, safety toe footwear that meets ANSI Z41 1991 (lace-up type over the ankle) and hearing protection (on person and worn as necessary).

2.25 FINES

The Contractor shall be responsible for the payment of all fines levied against the Authority for HSE violations arising from or related to activities over which Contractor has responsibility per the contract.

2.26 COMPLIANCE COSTS

Compliance with Health, Safety and Environmental Compliance identified in these aforementioned Authority Safety Specifications shall be at the expense of the Contractor, and included in Bid Documents to the Authority for the Contractor's scope. The Authority shall incur no additional cost or schedule impacts by Contractor, for compliance with California Construction Safety Orders, CCR Title 8 Standards, Federal OSHA Standards, and the Authority Safety Specifications for the protection of persons and property.

2.27 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. CFR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. USACE Construction Quality Management Manual (EM-385-1-1)
- E. Construction Industry Institute (CII)
- F. OCTA Construction Management Procedures Manual
- G. OCTA Yard Safety Rules

END OF DOCUMENT

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EXHIBIT I: CERTIFICATION OF CONSULTANT COMMISSION AND FEES

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is subject to applicable state and federal laws, both criminal and civil.

DRAFT

(Date)

(Signature)

DRAFT
EXHIBIT J: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception: _____

Rationale for Requesting Deviation or Exception: _____

Area Below Reserved for Authority Use Only:

**EXHIBIT K: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

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PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Proposer agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Proposer’s proposal that the Proposer has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Proposer of the request. The Proposer shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Proposer shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Proposer shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Proposer’s proposal marked or designated as described above, and withheld by Authority. If the Proposer fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Proposer agrees that Authority shall release and disclose Proposer records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Proposer proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Proposer has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Proposer waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Proposer has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

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COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605

Regional Planning and Highways Committee Meeting of May 3, 2021

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

Committee Vote

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

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 68.2 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$75,000, to provide additional environmental monitoring services.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 89 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$578,348, to incorporate lighting management system specifications.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 90 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$867,349, to construct the Bolsa Chica Road community wall.



Committee Recommendations (Continued)

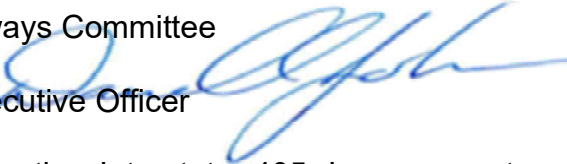
- D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 91 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$418,620, to provide additional traffic signal equipment at multiple intersections.

- E. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 92 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$995,000, to mitigate a right-of-way encroachment.



May 3, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 with OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate OC 405 Partners for additional design and construction efforts related to additional environmental monitoring services, lighting management system, the Bolsa Chica Road community wall, traffic signal equipment, and protection of a private property structure encroaching into the California Department of Transportation's right-of-way.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 68.2 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$75,000, to provide additional environmental monitoring services.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 89 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$578,348, to incorporate lighting management system specifications.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 90 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$867,349, to construct the Bolsa Chica Road community wall.

Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 *Page 2*

- D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 91 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$418,620, to provide additional traffic signal equipment at multiple intersections.
- E. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 92 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$995,000, to mitigate a right-of-way encroachment.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans), is implementing the Interstate 405 (I-405) Improvement Project from State Route 73 (SR-73) to Interstate 605 (I-605) (Project). The Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 (M2) Project K, and will add an additional lane in each direction that would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes.

On November 14, 2016, the OCTA Board of Directors (Board) approved Agreement No. C-5-3843 with OC 405 Partners (OC405), a joint venture, for the design and construction of the Project. The contract was executed, and Notice to Proceed (NTP) No. 1 was issued to OC405 on January 31, 2017. On July 27, 2017, NTP No. 2 was issued to OC405 for the full design and construction of the Project.

The recommended contract change orders (CCO) are described in more detail below.

Environmental Monitoring

In accordance with the contract documents, OC405 is required to provide archaeological monitoring for its ground disturbing work along the southbound (SB) I-405 freeway adjacent to the Naval Weapons Station in the City of Seal Beach. In addition to OC405's work, the Southern California Gas Company (SCG) is required to relocate facilities in the same area, which also required archaeological monitoring. Coordinating independent qualified monitors for the SCG utility relocation created a significant schedule risk to the Project; therefore, in order to

Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 *Page 3*

minimize potential Project delays and to provide consistency with monitoring efforts, OC405 was directed to provide additional archaeological monitoring to also support the SCG utility relocation.

CCO Nos. 68 and 68.1, each in the amount of \$100,000, were previously issued for the archaeological monitoring work. Since then, costs for monitoring SCG relocation work has exceeded the original estimates. OCTA staff developed an independent cost estimate for the remaining work, in the amount of \$75,000, based on the level of extra effort to complete the SCG relocation. Therefore, staff is now requesting Board approval of supplemental CCO No. 68.2, in the amount of \$75,000, which brings the total for CCO No. 68 to \$275,000. Costs and expenses for archaeological monitoring will be tracked, reviewed, and paid on a time-and-materials basis.

Lighting Management System

In accordance with the contract documents, OC405 is required to design and construct an electrical and lighting management system in accordance with Caltrans specifications allowing adjustable control of the lighting from the Caltrans traffic management center. The specifications for this element were still being developed by Caltrans during OCTA's procurement of a design-builder and were not provided in the procurement documents prior to the proposals due date in 2016. The specifications were adopted by Caltrans in 2018. The improvements were anticipated in the original scope of work (SOW); however, the details were not finalized until 2018. A CCO is now needed, in the amount of \$578,348, for OC405 to comply with the contract requirement to include the lighting management system.

Bolsa Chica Road Community Wall

In accordance with the contract documents, OC405 is required to reconstruct the Bolsa Chica Road bridge overcrossing and realign the SB off-ramp from I-405. The Project removed existing landscaping and trees that shielded the homes along Bolsa Chica Road from noise and light, particularly from oncoming traffic on the realigned SB off-ramp. The planned Project improvements would not have replaced the shielding that residents had prior to the Project, and the City of Westminster requested construction of a community wall to protect the residents from noise and light resulting from the Project. OCTA agreed with the noted concerns and concurred with the request. OCTA directed OC405 to provide a community wall to protect the residences.

The additional community wall was not anticipated in the original SOW. A CCO is now needed, in the amount of \$867,349, for OC405 to comply with this directive.

Traffic Signal Equipment

In accordance with the contract documents, OC405 is required to furnish and install cabinets and controllers for intersection traffic signals. The contract documents mistakenly identified some City of Westminster and City of Huntington Beach (Cities) intersections to have cabinet and controller models compatible with Caltrans, but that did not comply with the Cities' standards. In addition, the Cities identified some additional elements needed, including electrical facilities, conduit, loop detectors, poles, and signal heads which required replacement. OCTA concurred with the Cities' requests and directed OC405 to provide the correct cabinets and controllers and the additional equipment.

The modified and additional equipment was not anticipated in the original SOW. A CCO is now needed, in the amount of \$418,620, for OC405 to comply with this directive.

Senior Center Right-of-Way (ROW) Encroachment

In accordance with the contract documents, OC405 is required to construct a soundwall on top of a retaining wall within Caltrans ROW to protect existing sensitive noise receptors, including a senior center at Sugar Avenue adjacent to the McFadden Avenue bridge overcrossing and I-405. The existing senior center facility was found to be encroaching into Caltrans ROW, preventing the construction of the wall without disturbing the structure. The Project team sent a letter to notify the property owner of the encroachment and demanding removal of the encroaching structure from Caltrans ROW; however, the removal of the encroaching structure presented significant risks to the Project schedule as potential litigation and relocation of senior citizens would likely take several years. The Project team and property owner were able to reach an agreement with the modification of the soundwall and retaining wall. OCTA directed OC405 to make these modifications.

The additional improvements were not anticipated in the original SOW. A CCO is now needed, in the amount of \$995,000, for OC405 to comply with this directive.

Procurement Approach

The procurement was handled in accordance with the best-value selection process authorized by AB 401 (Chapter 586, Statutes of 2013) for design-build (DB) projects, and with OCTA's Board-approved procedures for public works projects, which conform to both federal and state requirements.

Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 *Page 5*

On November 14, 2016, the OCTA Board approved Agreement No. C-5-3843 with OC405 for the design and construction of the Project through a DB contract.

Proposed supplemental CCO No. 68.2, in the amount of \$75,000, will give OCTA staff the ability to timely direct environmental monitoring work on an as-needed basis without impacting the Project schedule.

Proposed CCO No. 89, in the amount of \$578,348, will provide compensation to OC405 for the additional design and construction necessary to implement the highway lighting management system.

Proposed CCO No. 90, in the amount of \$867,349, will provide compensation to OC405 for the additional design and construction of the new Bolsa Chica Road community wall.

Proposed CCO No. 91, in the amount of \$418,620, will provide compensation to OC405 for the additional design and construction of additional traffic signal equipment at multiple intersections in the Cities.

Proposed CCO No. 92, in the amount of \$995,000, will provide compensation to OC405 for the additional design and construction necessary for a retaining wall to protect a senior center at the McFadden Avenue overcrossing.

Attachment A lists the CCOs that have been executed to date, and the CCOs that are pending execution with OC405.

Fiscal Impact

Funding for this work was approved in OCTA's Fiscal Year 2020-21 Budget, Capital Programs Division, accounts 0017-9084-FK101-0GM and 0037-9017-A9510-0GM, and is funded with a combination of federal, state, and local funds. M2 funds will be used for improvements specific to M2 Project K, and non-M2 funds will be used for improvements specific to the 405 Express Lanes. The costs of CCO Nos. 68.2, 89, 90, 91, and 92 are funded from the Project contingency and are not anticipated to increase the total Project estimate of \$2.08 billion.

Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 **Page 6**

Summary

Staff recommends Board authorization for the Chief Executive Officer to negotiate and execute CCO No. 68.2 to Agreement No. C-5-3843 with OC405, in the amount of \$75,000; CCO No. 89 to Agreement No. C-5-3843 with OC405, in the amount of \$578,348; CCO No. 90 to Agreement No. C-5-3843 with OC405, in the amount of \$867,349; CCO No. 91 to Agreement No. C-5-3843 with OC405, in the amount of \$418,620; and CCO No. 92 to Agreement No. C-5-3843 with OC405, in the amount of \$995,000.

Attachment

- A. OC 405 Partners, Agreement No. C-5-3843, Contract Change Order Log

Prepared by:



Jeff Mills, P.E.
Senior Program Manager
(714) 560-5925



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

Approved by:



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

**OC 405 Partners
Agreement No. C-5-3843
Contract Change Order Log**

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
001	Technical Provisions – Execution Version	Approved	6/14/2017	\$0.00
002	Notice to Proceed No. 1 Payment Cap Increase and Substantial Completion Deadline Modifications	Approved	6/21/2017	\$0.00
003	Extra Maintenance Work (Provisional Sum)	Approved	7/28/2017	\$200,000.00
003.1	Amendment to Change Order to Add Additional Funds for Extra Maintenance Work	Approved	10/2/2018	\$200,000.00
003.1.1	Provisional Sum for Extra Maintenance Work-Unilateral	Approved	10/10/2019	\$400,000.00
003.1.2	Supplemental Extra Maintenance Work	Approved	1/16/2020	\$350,000.00
003.1.3	Supplemental Extra Maintenance Work	Approved	8/4/2020	\$350,000.00
003.2	Additional Extra Maintenance Work	Approved	12/22/2020	\$500,000.00
003.2.1	Extra Maintenance Work (Supplemental)	Approved	3/19/2021	\$500,000.00
004	Design-Builder Personnel Changes (Appendices 7 and 23)	Approved	12/20/2017	\$0.00
005	Dispute Review Board (Provisional Sum)	Approved	9/13/2017	\$50,000.00
005.1	Increase in Provisional Sum per Contract Section 19.4 Disputes Board	Approved	7/1/2019	\$50,000.00
006	Partnering (Provisional Sum)	Approved	9/13/2017	\$50,000.00
006.1	Partnering per Contract Section 19.1	Approved	7/1/2019	\$50,000.00
007	Implementation of California Department of Transportation (Caltrans) Guidance on Six-Inch Wide Longitudinal Traffic Lines and Non-Reflective Raised Pavement Markers	Approved	3/15/2018	\$0.00
008	Collection and Disposal of Unknown Hazardous Materials (Provisional Sum)	Approved	9/13/2018	\$100,000.00
008.1	Supplemental Unknown Hazardous Materials	Approved	9/11/2019	\$100,000.00
008.2	Supplemental Unknown Hazardous Materials	Approved	11/25/2019	\$250,000.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
008.2.1	Supplemental Unknown Hazardous Materials	Approved	3/11/2020	\$150,000.00
008.3	Supplemental Unknown Hazardous Materials	Approved	5/4/2020	\$500,000.00
008.3.1	Supplemental for Additional collection and disposal of Unknown Hazardous Materials	Approved	11/2/2020	\$500,000.00
009	Repair of Caltrans' Fiber Optic Line	Approved	5/16/2018	\$31,753.69
010	Five Project Funding Identification Signs (Provisional Sum)	Approved	7/2/2018	\$32,644.25
011	Revised Right-of-Way (ROW) Availability Date of Caltrans Parcel No. 102919 Used By Mike Thompson's RV Super Store	Approved	6/28/2018	\$0.00
012	Credit to the Orange County Transportation Authority (OCTA) for Elimination of the Street Widening Improvements Along Eastbound Edinger Avenue	Approved	9/13/2018	-\$237,982.39
013	Additional Design and Construction Cost Compensation Related to: City Bridge Width; Construction Changes to Minimize ROW Impacts; Revised Design Concept at Ellis Avenue On-Ramp to Southbound Interstate 405; State Route 73 Overhead Sign Structures; Sendero Apartments Left-Turn Pocket on Magnolia Street; Newland Street Waterline Extension; and Signal Improvements at Ellis Avenue/Bushard Street	Approved	2/25/2019	\$8,560,556.00
013.1	Permanent Traffic Signal at the intersection of Warner Avenue and Greenleaf Street	Approved	12/5/2019	\$460,327.00
014	Thrust Blocks for the City of Fountain Valley Water Lines	Approved	10/29/2018	\$88,021.00
015	Slater Bridge Construction Shuttle Services	Approved	12/4/2018	\$175,000.00
016	Construction Zone Speed Reduction	Approved	12/3/2018	\$70,000.00
016.1	Additional Speed Reduction Signs	Approved	12/31/2019	\$4,512.00
017	Relocation of Water Lines for the City of Fountain Valley	Approved	3/8/2019	\$800,000.00
018	Enhanced Gawk Screen at Bolsa Chica Road	Approved	1/25/2019	\$56,395.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
019	Brookhurst Street Overhead Sign Location Redesign	Approved	1/25/2019	\$11,484.00
020	Differing Site Conditions - Pavement Thickness at Magnolia	Approved	1/29/2019	\$4,095.00
021	Polymer Fibers in All Concrete Bridge Decks	Approved	3/19/2019	\$1,463,020.00
022	Temporary Construction Easement Reduction at La Quinta	Approved	3/19/2019	\$85,573.00
023	Updated FasTrak Logos (Unilateral)	Approved	2/21/2019	\$20,532.00
024	Express Lanes Channelizers	Approved	3/12/2019	\$122,778.00
025	Stainless Steel Inserts at Fairview Road Overcrossing	Approved	3/12/2019	-\$9,293.00
026	OCTA PlanGrid Software Licenses	Approved	3/28/2019	\$35,994.00
026.1	Supplemental for OCTA PlanGrid Software Licenses	Approved	9/11/2019	\$8,570.00
026.2	Additional PlanGrid Software Licenses	Approved	3/8/2021	\$46,278.00
027	Utility potholing on Milton Avenue	Approved	9/12/2019	\$61,731.87
027.1	Electrical Infrastructure Work at Milton Avenue	Approved	1/16/2020	\$278,282.28
028	Mesa Water District 12-inch Water Line (CN-1127)	Approved	5/7/2019	\$208,600.00
029	Magnolia Loop Ramp CMS Deletion	Approved	5/15/2019	-\$74,319.00
030	Motel 6 Soundwall (SW-791) Elimination	Approved	5/15/2019	-\$130,000.00
031	Soundwall 956 Reduction	Approved	5/22/2019	-\$30,000.00
033	Edinger Channel Pavement Rehabilitation	Approved	7/30/2019	\$176,465.00
034	Chevron and Crimson Utility Relocation at Goldenwest Crossing	Approved	8/2/2019	\$75,000.00
034.1	Chevron and Crimson Utility Relocation Support	Approved	12/31/2019	\$12,018.00
034.2	Chevron and Crimson Goldenwest Relocation Assistance	Approved	2/18/2020	\$110,000.00
034.3	Chevron and Crimson Goldenwest Relocation Assistance	Approved	8/4/2020	\$10,982.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
034.4	Chevron and Crimson Goldenwest Relocation Assistance	Approved	9/21/2020	\$300,000.00
035	Incompatible Specifications - Adjacent to Continuously Reinforced Concrete Pavement	Approved	6/26/2019	\$2,900,557.00
036	Minor Construction Support for Dry Utilities	Approved	5/11/2020	\$100,000.00
037	Soundwall 375 Protect in Place	Approved	6/4/2019	\$200,000.00
040	HDPE in Lieu of Reinforced Concrete Pipe	Approved	7/9/2019	-\$7,418.68
041	Emergency Vehicle Preemption Devices at Fairview Street	Approved	7/9/2019	\$44,147.00
042	Executed Utility Agreements (Unilateral)	Approved	11/4/2019	\$0.00
043	Early Partial Removal of Soundwall 328	Approved	9/16/2019	\$14,414.18
044	Field survey for Frontier at Westminster Avenue	Approved	1/7/2020	\$12,908.42
045	Water Line Betterments (CN 1012 & 6044) at Warner Avenue	Approved	10/12/2019	\$256,244.00
046	Additional Water Lines at Brookhurst Street and Talbert Avenue in the City of Fountain Valley	Approved	12/5/2019	\$389,878.00
047	Additional Water Line Valves for the City of Fountain Valley	Approved	12/5/2019	\$266,828.00
048	Temporary Construction Easement Reduction at Sit n' Sleep (CPN 103026)	Approved	10/17/2019	\$129,243.00
049	Beach Boulevard Lane Widths Reduction (Necessary Basic Configuration Change)	Approved	10/17/2019	\$160,000.00
050	Vibration Sensitive Receptors (McFadden OC Abutment 3)	Approved	10/17/2019	\$59,383.87
051	Exercising Water Valves for the City of Fountain Valley	Approved	1/16/2020	\$50,000.00
052	McFadden Avenue Interconnect Between Beach Boulevard and Sugar Drive	Approved	11/14/2019	\$0.00
053	Traffic Signal Modification at Beach Boulevard and McFadden Avenue	Approved	11/14/2019	-\$128,118.00
054	Differing Site Condition Pavement Against Median K-Rail	Approved	12/31/2019	\$11,133.00
055	LA Fitness at Retaining Wall 717	Approved	12/31/2019	\$8,428.29

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
056	Additional Speed Reduction Signs and Radar Packages	Approved	12/31/2019	\$148,397.00
057	Archeological Treatment Plan	Approved	6/4/2020	\$200,000.00
057.1	Archaeological Treatment Plan	Approved	7/9/2020	\$500,000.00
057.1.1	Archaeological and Native American Monitors at Goldenwest Street and Bolsa Avenue (Supplemental)	Approved	8/27/2020	\$500,000.00
057.1.2	Supplemental Environmental Monitoring at Bolsa Overcrossing	Approved	10/30/2020	\$300,000.00
057.2	Archaeological Treatment Plan and Native American Monitoring	Approved	3/4/2021	\$500,000.00
058	Biological Monitoring Naval Weapons Station (Unilateral)	Approved	6/29/2020	\$50,000.00
058.1	Biological Monitor at Naval Weapon Station Seal Beach	Approved	12/10/2021	\$50,000.00
059	Pavement Limits for Beach Boulevard and Edinger Avenue	Approved	2/18/2020	\$33,573.00
060	Heil Pedestrian Overcrossing and Switchback Ramp (Unilateral)	Approved	2/25/2020	\$1,044,927.00
061	Plant Establishment Period	Approved	2/26/2020	\$1,600,000.00
062	Senate Bill 1: Diesel Fuel Sales Tax Rate Increase	Approved	3/9/2020	\$1,764,164.64
063	Bracing for Southern California Edison (SCE) Power Poles at CN 2012	Approved	3/5/2020	\$169,770.00
064	City Sales and Use Tax Increases (Unilateral)	Approved	4/22/2020	\$28,657.00
065	Traffic Studies to Analyze Schedule Mitigation	Approved	4/22/2020	\$70,854.00
066	Combined Authority-accepted Extra Work	Approved	5/14/2020	\$18,826.00
067	SCE Conduit at Heil Avenue	Approved	5/14/2020	\$109,219.00
068	Archaeological Monitoring for all Ground disturbing activities at Naval Weapons Station	Approved	8/27/2020	\$100,000.00
068.1	Archaeological and Native American Monitors at Naval Weapon Station Seal Beach	Approved	12/10/2021	\$100,000.00
068.2	Lighting Management System Specifications	Pending		\$75,000.00

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
069	Drainage System 757 Access	Approved	5/14/2020	\$60,374.00
070	Amendments to Contract Sections 19.3.4 and 19.5.2 No Cost	Approved	5/19/2020	\$0.00
071	Union Pacific Railroad Flagging Costs	Approved	6/13/2020	\$200,000.00
072	SCE and Frontier Electrical Infrastructure Work at Almond Avenue	Approved	5/19/2020	\$1,843,329.00
073	Shadow striping on Portland Cement Concrete Pavement	Pending		\$200,000.00
074	Combined Authority Accepted Extra Work (PCOs 169 and 122G)	Approved	7/7/2020	\$6,965.39
075	Bushard Pile Conflict with Existing Piles	Approved	7/21/2020	\$28,867.00
076	Combined Authority Accepted Extra Work (PCOs 180, and 183)	Approved	9/16/2020	\$12,981.02
077	Toll Rate Changeable Message Signs (CMS)	Approved	9/8/2020	\$146,031.00
078	Parking Lot Improvements at United States Postal Service Property	Approved	10/27/2020	\$537,436.00
079	Extension of the Third Westbound Lane on Talbert Avenue to Cashew Street.	Approved	12/2/2020	\$270,528.00
080	Temporary Bypass Waterline for the Goldenwest Street Bridge Phase 2	Approved	10/30/2020	\$579,604.00
081	Oceanview Channel Damaged Existing Reinforced Concrete Box	Approved	11/5/2020	\$59,806.16
082	Existing Buried Shoring Removal at Bella Terra Near Retaining Wall 895 (Unilateral)	Approved	11/10/2020	\$19,637.23
083	Combined Authority Accepted Extra Work No. 4 (PCOs 237 and 258)	Approved	12/23/2020	\$7,963.82
084	Revised K-Rail Placement at Bolsa Chica Boulevard	Approved	12/23/2020	\$74,185.84
085	Modified Pavement Overlay for the City of Fountain Valley	Approved	12/15/2021	\$107,180.00
086	Global Settlement	Approved	12/17/2021	\$157,000,000.00
087	Retaining Wall 906 SCE Pole at Sugar Drive	Approved	3/30/2021	\$133,159.89
088	Valves at Corta Bella Apartments	Approved	3/17/2021	\$18,310.07

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
089	Lighting Management System Specifications	Pending		\$578,348.00
090	Construction of Bolsa Chica Road Community Wall	Pending		\$867,349.00
091	Traffic Signal Equipment at Multiple Intersections	Pending		\$418,620.00
092	Mitigate ROW Encroachment	Pending		\$995,000.00

Original Contract Price	\$1,217,065,000.00
Contingency Fund	\$241,959,728.00
Total Contract Allotment	\$1,459,024,728.00
Subtotal Approved CCOs	\$189,991,391.84
Subtotal Pending CCOs	\$3,134,317.00
Total CCOs	\$193,125,708.84
Proposed Revised Contract Price	\$1,410,190,708.84
Remaining Contingency Fund	\$48,834,019.16



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue

Regional Planning and Highways Committee Meeting of May 3, 2021

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

Absent: None

Committee Vote

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

Committee Recommendations

- A. Approve the selection of AECOM Technical Services, Inc., as the firm to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2637 between the Orange County Transportation Authority and AECOM Technical Services, Inc., to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.



May 3, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue

Overview

On December 14, 2020, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals for the preparation of plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of AECOM Technical Services, Inc., as the firm to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2637 between the Orange County Transportation Authority and AECOM Technical Services, Inc., to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.

Discussion

The Interstate 5 (I-5) improvements between Interstate 405 (I-405) and State Route 55 (SR-55) (Project) is Project B in the Measure M2 (M2) freeway program. In the updated Next 10 Delivery Plan, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2019, the Project is listed as one of the M2 freeway projects to be cleared through the environmental process, and to move into design using federal and M2 funding.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue *Page 2*

The Project will add a general purpose (GP) lane in the northbound and southbound directions between I-405 and SR-55, reestablish existing auxiliary lanes and provide new auxiliary lanes where necessary, and provide continuous access to the high-occupancy vehicle (HOV) lanes.

The final environmental document was signed on January 7, 2020, with build alternative 2B identified as the preferred alternative by the Project development team. Alternative 2 includes the addition of one GP lane in each direction of I-5 from north of I-405 to south of SR-55. The improvements include standard lane and shoulder widths, except where the improvements join existing non-standard lanes or shoulders, and at isolated locations at bridge columns, overhead signs, or other appurtenances. Design variation B of alternative 2, the preferred alternative, includes additional non-standard inside shoulder widths and/or lane widths to reduce right-of-way (ROW) impacts. The Project is being developed as two 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 I-405 to Yale Avenue
- Segment 2 extends from Yale Avenue to SR-55

Procurement Approach

This procurement for Segment 1 was handled in accordance with OCTA's Board-approved procedures for architectural and engineering (A&E) services that conform to both state and federal laws. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing and project organization, and work plan approach. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws. Evaluation of the proposals was conducted based on overall qualifications to develop a competitive range of offerors. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the second-ranked firm in accordance with Board-approved procurement policies.

On December 14, 2020, the Board authorized the release of Request for Proposals (RFP) 0-2637 which was electronically issued on CAMM NET. The Project was advertised on December 14 and December 21, 2020, in a newspaper of general circulation. A pre-proposal conference was held on December 21, 2020, with 27 attendees representing 17 firms. Three addenda were issued to make available the pre-proposal conference registration sheets, provide responses to questions received, and handle administrative issues related to the RFP.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue **Page 3**

On January 21, 2021, four proposals were received. An evaluation committee consisting of members from OCTA's Contracts Administration and Materials Management and Highway Programs departments, as well as external representatives from the California Department of Transportation (Caltrans) and the City of Irvine, met to review all submitted proposals. The proposals were evaluated utilizing the following Board-approved evaluation criteria and weightings:

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

In developing the criteria and weightings, several factors were considered. The firms' qualifications and experience in performing relevant work of similar scope and size is important to the success of the Project. Staffing and project organization of the firm was assigned a weighting of 40 percent as the qualifications of the project manager (PM) and other key personnel are important to the successful and timely delivery of the Project. Similarly, high importance was given to the work plan criterion to emphasize the importance of the teams' understanding of the Project, its challenges, and its approach to implementing the various elements of the scope of work (SOW). The technical approach to the Project is critical to a firm's successful performance.

The evaluation committee reviewed all proposals based on the evaluation criteria and found three firms most qualified to perform the required services. The most qualified firms are listed below in alphabetical order:

Firm and Location

AECOM Technical Services, Inc. (AECOM)
Orange, California

HNTB Corporation (HNTB)
Santa Ana, California

WSP USA, Inc. (WSP)
Orange, California

On March 9, 2021, the evaluation committee interviewed the three short-listed firms. The interviews consisted of a presentation allowing each team to present its qualifications, highlight its proposal, and respond to evaluation committee questions. Each firm also discussed its staffing plan, work plan, and perceived Project challenges. Each firm was asked general questions related to

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue *Page 4*

qualifications, relevant experience, Project organization, and approach to the work plan. All firms were asked questions specific to each firm's proposals regarding its team's approach to the requirements of the SOW, management of the Project, coordination with various agencies, experience with similar projects, and the proposed solutions toward achieving the Project goals. After considering responses to the questions asked during the interviews, the evaluation committee adjusted the preliminary scores for one of the firms; however, AECOM remained as the top-ranked firm with the highest cumulative score.

Based on the evaluation of written proposals and information obtained during the interviews, staff recommends AECOM as the top-ranked firm to prepare the plans, specifications, and estimates (PS&E) for the Project. AECOM received the highest ranking due to its recent PS&E experience with projects of similar scope and scale, familiarity with Caltrans requirements, comprehensive understanding of the Project objectives and constraints, and presentation of technical solutions that consider both time and cost-saving improvements along the I-5 corridor. The firm demonstrated a clear understanding of the Project requirements and presented a comprehensive work plan addressing key issues that are critical to the success of the Project. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

All short-listed firms are well established with recent and relevant experience and are qualified to perform the services.

AECOM was founded in 1927 and specializes in preliminary and final design, construction management, and program management for infrastructure projects on a local and global level. Local highway engineering services have been provided by AECOM to state and local government agencies that include OCTA, Caltrans, Riverside County Transportation Commission, and the San Bernardino County Transportation Authority. The firm has five offices throughout Southern California, including an office in the City of Orange which is comprised of 460 staff members. AECOM recently completed similar projects, including the following: State Route 210 (SR-210) lane addition widening project approval and environmental document (PA/ED) and PS&E, I-5 lane addition widening from I-405 to SR-55 PA/ED, and the Interstate 215 (I-215) lane addition widening from Scott Road to Nuevo Road PS&E. AECOM proposed to utilize eight subconsultants in a wide range of disciplines to provide services required by the SOW, which all have experience working with AECOM on past projects.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue *Page 5*

Founded in 1914, HNTB is a full-service design engineering firm that provides a wide range of services, including transportation planning, transportation design, highway design, structures design, and cost estimating. HNTB has 60 offices nationwide, which include five Southern California offices, including two office locations in the City of Los Angeles, and a single office in the cities of Ontario, San Diego, and Santa Ana. Relevant firm experience includes OCTA's State Route 91 (SR-91) to State Route 57 interchange improvements, Los Angeles County Metropolitan Transportation Authority's (LA Metro) I-405 Sepulveda Pass widening, and, more recently, OCTA's SR-55 widening project from I-405 to I-5 for which HNTB is providing design support services as a subconsultant. The team has prior working relationships with all eight of the proposed subconsultants, and demonstrated experience working together on projects of similar size and scope.

WSP was founded in 1885 and provides services in the areas of highway final design, transportation engineering, environmental compliance, constructability reviews, and construction support. The firm has 108 offices nationwide and four offices in Southern California located in the cities of Los Angeles, Orange, San Bernardino, and San Diego. WSP has completed and delivered 58 PS&E packages in California within the past ten years. Relevant experience includes PS&E for LA Metro's I-5 north improvements for which the firm is performing work as a design subconsultant, the Transportation Corridor Agency's toll road program management, and the United States Highway 50 multimodal corridor enhancement and rehabilitation design-build for Caltrans, District 3. WSP proposed to utilize eight subconsultants in which all firms have worked with WSP on past projects.

Staffing and Project Organization

All firms proposed qualified PMs, key personnel, and subconsultants with relevant PS&E experience in interchange and freeway widening projects.

AECOM proposed a qualified project team with relevant experience and comprehensive understanding of the Project issues, risks, and challenges. The team is proficient in the various disciplines required for the Project and has extensive recent OCTA and Caltrans experience. The team has demonstrated experience working on projects of similar size and scope. The proposed PM has over 36 years of experience, with the past 15 years working on Caltrans PS&E-focused projects that include the I-215 Murrieta lane addition widening from Murrieta Hot Springs Road to Scott Road PS&E, and the I-215 lane addition widening from Scott Road to Nuevo Road PS&E. The proposed PM provided support during the PA/ED phase of this Project to finalize key deliverables,

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue **Page 6**

including the cost estimate and final project report, and has in-depth knowledge of Caltrans and local agency design standards, procedures, and requirements. The proposed roadway lead has 27 years of experience in freeway and interchange design improvements to optimize safety and traffic flow while meeting Caltrans' design standards. The roadway lead's experience includes conceptual, preliminary, final design, and design-build engineering, which demonstrates a thorough understanding of both the Project development and Project delivery phases. The proposed structures lead has 36 years of civil and structural engineering experience, including the design of more than 200 bridges, and was involved in the preparation of PS&E packages for more than 50 Caltrans projects. The proposed team includes qualified and experienced subconsultants for geometric, structural, traffic engineering, environmental, survey and ROW, landscaping aesthetics, geotechnical, and ground anchor wall design services.

HNTB proposed a qualified project team with relevant experience and understanding of the Project issues, risks, and challenges. The team, including subconsultants, are experienced in the various disciplines required for the Project and have relevant experience in PS&E projects in Southern California. The proposed PM has 33 years of experience in highway design, including freeway corridor widening PS&E projects such as the Interstate 605 HOV between SR-91 and Los Angeles-Orange County Line, Interstate 10 (I-10) median lane addition in Redlands, and the I-405 improvement project. The proposed roadway lead has 34 years of experience in planning and design of freeways, interchanges, and high-speed rail corridors, and has a successful history of managing various disciplines to coordinate and deliver final PS&E packages. The proposed structures lead has 19 years of experience specializing in structural engineering for highway bridge structures, flood control facilities, and various retaining wall and special foundation systems.

WSP proposed a project team and subconsultants with relevant experience in PS&E projects in Southern California. The proposed PM has 36 years of experience with an expansive background in construction management, Caltrans standards, final design, structural design, and constructability. Relevant project experience includes the I-405/State Route 22 west county connectors project, I-10 HOV lanes PS&E, and providing engineering services for the PA/ED phase of the I-405 improvement project. The proposed roadway lead has 21 years of experience on Caltrans projects and most recently served as the roadway lead for the PA/ED phase of the I-5 widening project from I-405 to SR-55 and brings familiarity and knowledge of the Project corridor. The proposed structures lead has 20 years of experience in planning, funding, permitting, design, and construction of structures for highway, roadway, and rail projects. The WSP team includes subconsultants that will also be performing

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue *Page 7*

work on Segment 2 of this Project, which may facilitate Caltrans coordination and approvals.

Work Plan

All short-listed firms met the requirements of the RFP, and each firm adequately discussed its approach to the Project.

AECOM presented a comprehensive and viable work plan that demonstrated an understanding of the Project design requirements, constraints, challenges, and risks. AECOM identified more than 25 special issues on the Project. The firm's work plan focused on 14 of the most critical items, which would eliminate or improve non-standard design features, potentially reduce Project costs, and deliver a constructable PS&E package. The work plan proposed four detailed solutions for the Irvine overhead widening, one of which is a cantilever solution previously used on the SR-210 lane addition project that would avoid impacts to existing utilities and impacts to the Southern California Regional Rail Authority. The work plan also identified several enhancements for Soundwall No. 3.3, located to the adjacent Northwood Place Apartment Homes, which would preserve the existing landscaping and simplify the ROW acquisition process, resulting in reduced construction and ROW costs. AECOM identified areas that will need to be closely coordinated with Segment 2 of the Project that include soundwall aesthetics, traffic management between the two Project boundaries, and consistency in specifications and unit pricing.

The overall approach to Project execution described in the work plan and presented during the interview identified potential risks, accompanied by mitigation plans, corridor coordination discussions, and construction staging. The interview confirmed the technical knowledge and expertise of the AECOM team and its comprehensive understanding of Project risks, challenges, and requirements. The AECOM team demonstrated in-depth knowledge of its proposed approach to the SOW by providing detailed, Project-specific responses to all interview questions with participation from all team members present.

HNTB presented a detailed work plan that demonstrated an understanding of the SOW, Project issues, and risks. The work plan identified six geometric enhancements that centered on the reduction of ROW and construction impacts, eliminating non-standard features, and improving constructability. The work plan provided a detailed narrative as to how corridor-wide coordination strategies would be implemented based off previous successful multi-segment projects HNTB has completed. The proposed highway interchange designs would address various stakeholders' interests by incorporating Complete Streets

elements, such as reducing bicycle lane conflicts and improving crosswalk visibility, which are more closely aligned with all modes of travel.

The overall approach described in the HNTB work plan highlighted enhancements that were built upon previous similar experience and knowledge that would adhere to Caltrans' design standards. The information presented during the interview demonstrated the firm's knowledge of the SOW, objectives, and risks associated with the Project. The firm presented an interview with detailed responses from all personnel to the evaluation committee questions, demonstrating an experienced cohesive team with relevant project experience.

WSP presented a work plan identifying issues, recommendations, challenges, and potential solutions that demonstrated an understanding of the SOW and risks associated with the Project. The work plan included a "First 30-Day" and a "First 90-Day" plan that identified immediate tasks to be completed to ensure the Project is delivered within the proposed schedule. WSP proposed eliminating portions of pavement, retaining walls, ROW acquisitions, and two bridge widenings that would potentially provide cost-saving opportunities.

The overall approach to Project execution described in the work plan and presented during the interview demonstrated an understanding of the SOW, challenges, risks, and project requirements. The WSP team was responsive to evaluation committee's interview questions; however, the proposed PM relied on the proposed design manager in providing detail in response to several questions.

Procurement Summary

Based on the evaluation of the written proposals, team qualifications, and information obtained during the interviews, the evaluation committee recommends the selection of AECOM as the top-ranked firm to prepare the PS&E for the I-5 Widening Project between I-405 and Yale Avenue.

Fiscal Impact

The Project is included in OCTA's proposed Fiscal Year 2021-22 Budget, Capital Programs Division, Account No. 0017-7519-FB102-1OC, and will be funded through a combination of state and M2 funds.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the Interstate 5 Widening Project Between Interstate 405 and Yale Avenue **Page 9**

Summary

Staff requests Board of Directors' approval for the Chief Executive Officer to negotiate and execute Agreement No. C-0-2637 with AECOM Technical Services, Inc., as the firm to prepare the plans, specifications, and estimates for the Interstate 5 Widening Project between Interstate 405 and Yale Avenue.

Attachments

- A. Review of Proposals, RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project Between Interstate 405 and Yale Avenue
- B. Proposal Evaluation Criteria Matrix (Short-Listed), RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project Between Interstate 405 and Yale Avenue
- C. Contract History for the Past Two Years, RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project Between Interstate 405 and Yale Avenue

Prepared by:



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Review of Proposals
RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5 Widening Project Between Interstate 405 and Yale Avenue
 Presented to the Regional Planning and Highways Committee - May 3, 2021

4 proposals were received, 3 firms were interviewed, 1 firm is being recommended

Overall Ranking	Overall Score	Firm and Location	Subcontractors	Evaluation Committee Comments
1	87	AECOM Technical Services, Inc. Orange, California	GNS Engineers, Inc. Earth Mechanics, Inc. LIN Consulting, Inc. LSA Associates, Inc. Psomas T.Y. Lin International Tatsumi and Partners, Inc. TRC Solutions, Inc.	Firm has recent relevant experience managing and delivering design transportation projects of similar size and scope. Qualified team, including project manager (PM), key personnel, technical staff, and subconsultants with experience working together on recent plans, specifications, and estimates (PS&E) projects. PM has comprehensive experience, which includes California Department of Transportation experience and has demonstrated experience working on similar projects. Comprehensive work plan identifying key issues, providing sound recommendations, and innovative solutions. Proposed design enhancements to minimize risks, improve safety, and reduce costs in construction and right-of-way (ROW) activities. Comprehensive team presentation and interview with project-specific responses to all questions.
2	83	HNTB Corporation Santa Ana, California	D'Leon Consulting Engineers Earth Mechanics, Inc. Leighton Group, Inc. Michael Baker International, Inc. Monument Paleo Solutions, Inc. Psomas Tatsumi and Partners, Inc.	Firm has relevant experience performing PS&E and other similar projects. Qualified team, including PM, key personnel, and subconsultants with experience working together on recent PS&E projects. PM is qualified with relevant experience planning, managing, and successfully delivering transportation projects. Work plan proposed enhancements and innovative solutions to reduce construction costs and minimize ROW impacts. Detailed presentation and interview with thorough responses to all interview questions.
3	79	WSP USA, Inc. Orange, California	Advanced Civil Technologies Advantec Consulting Engineers Earth Mechanics, Inc. Group Delta Consultants, Inc. LSA Associates, Inc. Mark Thomas & Company, Inc. Psomas Tatsumi and Partners, Inc.	Firm has recent and relevant experience managing and delivering PS&E packages of similar size and scope. Qualified team, including PM, discipline leads, key and technical staff, and subconsultants with experience working together on recent PS&E projects. Design manager and roadway lead have extensive knowledge of the project from working on the prior project approval/environmental document phase. Work plan demonstrated a general understanding of the project requirements and potential issues. Thorough team presentation and project team was responsive to all interview questions.

Evaluation Panel: 6 Members

- Internal:
 Contracts Administration and Materials Management (1)
 Highway Programs (2)
 External:
 California Department of Transportation (2)
 City of Irvine (1)

Evaluation Criteria:

- Qualifications of the Firm
 Staffing and Project Organization
 Work Plan

Weight Factors

- 20%
 40%
 40%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed)
RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5
Widening Project Between Interstate 405 and Yale Avenue

AECOM Technical Services, Inc.								
Evaluator Number	1	2	3	4	5	6	Weights	Criteria Score
Qualifications of Firm	4.00	4.00	4.00	4.50	4.50	4.50	4	17.0
Staffing/Project Organization	4.00	4.00	4.50	4.50	4.50	4.50	8	34.7
Work Plan	4.50	4.00	4.50	4.50	4.50	4.50	8	35.3
Overall Score	84	80	88	90	90	90		87
HNTB Corporation								
Evaluator Number	1	2	3	4	5	6	Weights	Criteria Score
Qualifications of Firm	4.00	4.00	4.50	4.00	4.50	4.00	4	16.7
Staffing/Project Organization	4.50	4.00	4.00	4.00	4.00	4.00	8	32.7
Work Plan	4.50	4.50	4.00	4.00	4.00	4.00	8	33.3
Overall Score	88	84	82	80	82	80		83
WSP USA, Inc.								
Evaluator Number	1	2	3	4	5	6	Weights	Criteria Score
Qualifications of Firm	4.00	4.00	4.00	4.50	4.50	4.50	4	17.0
Staffing/Project Organization	4.00	4.00	4.00	3.50	4.00	4.00	8	31.3
Work Plan	3.50	3.50	4.00	4.00	4.00	4.00	8	30.7
Overall Score	76	76	80	78	82	82		79

The score for the non-short-listed firm was 75.

CONTRACT HISTORY FOR THE PAST TWO YEARS
RFP 0-2637 Consultant Services for the Preparation of Plans, Specifications, and Estimates for Interstate 5
Widening Project Between Interstate 405 and Yale Avenue

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
AECOM Technical Services, Inc.						
Contract Type: Firm-Fixed Price	C-3-1433	Project report and environmental document for the Interstate 5 Improvement Project from North of Interstate 405 to State Route 55	May 8, 2014	December 31, 2020		\$7,463,942.00
Subconsultants:						
CNS Engineering, Inc.					\$ 263,257.00	
Coast Surveying, Inc.					\$ 230,485.00	
Earth Mechanics, Inc.					\$ 159,455.00	
Epic Land Solutions, Inc.					\$ 136,508.00	
FPL and Associates, Inc.					\$ 144,173.00	
LSA Associates, Inc.					\$ 1,671,786.00	
Lynn Capouya, Inc.					\$ 76,554.00	
RBF Consulting					\$ 358,437.00	
Value Management Strategies, Inc.					\$ 42,474.00	
Wiltec					\$ 26,000.00	
Contract Type: Time and Expense	C-0-2582	Construction management support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5	TBD	TBD		TBD
Subconsultants:						
Analyzer International, Inc.						
Fountainhead Consulting Corporation						
Ghirardelli Associates, Inc.						
Guida Surveying, Inc.						
HDR Construction Control Corporation						
Ninyo & Moore						
V&A, Inc.						
Total						\$7,463,942.00

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
HNTB Corporation						
Contract Type: Firm-Fixed Price	C-4-1370	Plans, specifications, and estimates for the Laguna Niguel-San Juan Capistrano Passing Siding Project	March 25, 2015	June 30, 2021		\$2,385,214.14
<i>Subconsultants:</i>						
Arellano Associates					\$ 63,220.03	
Diaz Yourman & Associates					\$ 48,448.81	
Earth Mechanics, Inc					\$ 105,816.08	
ICF International, Inc.					\$ 143,846.58	
Paleo Solutions, Inc.					\$ 5,463.00	
Rail Surveyors and Engineers, Inc.					\$ 155,396.77	
Safeprobe, Inc.					\$ 33,450.00	
Utility Coordinating, Inc.					\$ 9,802.98	
Utility Specialists					\$ 21,162.22	
Contract Type: Firm-Fixed Price	C-5-3337	Plans, specifications, and estimates for the OC Streetcar Project	February 1, 2016	March 31, 2022		\$23,583,840.00
<i>Subconsultants:</i>						
Alta Planning + Design					\$ 27,276.00	
Auriga Corporation					\$ 41,508.00	
Coast Surveying, Inc.					\$ 109,565.00	
Cornerstone Studios, Inc.					\$ 273,921.00	
Corpro Companies, Inc.					\$ 220,680.00	
Diaz Yourman & Associates					\$ 1,086,590.00	
FPL & Associates, Inc.					\$ 1,075,468.00	
Project Engineering Consultants					\$ 163,043.00	
Psomas					\$ 1,078,246.00	
Safeprobe, Inc.					\$ 303,994.00	
STV, Incorporated					\$ 3,405,360.00	
Utility Specialists					\$ 134,525.00	
Contract Type: Firm-Fixed Price	C-7-1609	Plans, specifications, and estimates for the Anaheim Canyon Metrolink Station	May 17, 2018	December 31, 2021		\$2,190,923.10
<i>Subconsultants:</i>						
Diaz Yourman & Associates					\$ 120,298.00	
FPL & Associates, Inc.					\$ 147,565.07	
Lynn Capouya, Inc.					\$ 47,332.00	
Rail Surveyors and Engineers, Inc.					\$ 102,903.78	
Safeprobe, Inc.					\$ 20,432.00	
Contract Type: Firm-Fixed Price	C-7-2050	On-call consulting services for the 91 Express Lanes	May 17, 2018	December 31, 2021		\$600,000.00
<i>Subconsultants:</i>						
None						
Total						\$28,759,977.24

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
WSP USA, Inc.	C-5-3273	On-call planning services for commuter and intercity rail support	March 2, 2016	January 31, 2020		\$200,000.00
Contract Type: Time and Expense						
Subconsultants:						
Arellano Associates						
Cogstone Resource Management, Inc.						
Epic Land Solutions, Inc.						
Kal Krishnan Consulting Services, Inc.						
Michael Kodama Planning						
MLM & Associates Engineering, Inc.						
SMA Rail Consulting + IT						
Contract Type: Firm-Fixed Price	C-8-1629	Bristol Street Transit Corridor Study	October 24, 2018	July 31, 2021		\$538,158.57
Subconsultants:						
Arellano Associates					\$53,084	
Kal Krishnan Consulting Services, Inc.					\$20,000	
STV Incorporated					\$170,854	
Contract Type: Firm-Fixed Price	C-8-2072	Orange County Rail Infrastructure Defense Against Climate Change Plan	September 3, 2019	March 31, 2021		\$549,953.00
Subconsultants:						
Arellano Associates					\$67,517	
Fehr & Peers					\$29,842	
Watearth, Inc.					\$26,448	
Total						\$1,288,110.57



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Capital Programs Division - Third Quarter Fiscal Year 2020-21
Capital Action Plan Performance Metrics

Executive Committee Meeting of May 3, 2021

Present: Directors Do, Bartlett, Hennessey, Jones, and Murphy

Absent: Director Shaw

Committee Vote

Following the discussion, no action was taken on this item.

Staff Recommendation

Receive and file as an information item.



May 3, 2021

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Capital Programs Division - Third Quarter Fiscal Year 2020-21
Capital Action Plan Performance Metrics

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of January 2021 through March 2021 for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery, which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) delivers highway, transit, rail, and facility projects from the beginning of the environmental approval phase through construction completion. Project delivery milestones are planned carefully with consideration of project scope, costs, schedule, and assessment of risks. The milestones reflected in the Capital Action Plan (CAP) are OCTA's planned and budgeted major project delivery commitments.

This report is a quarterly progress report on the CAP performance metrics, which are a snapshot of the planned CAP project delivery milestones in the budgeted fiscal year (FY).

Discussion

OCTA's objective is to deliver projects on schedule and within the approved project budget. Key project cost and schedule commitments are captured in the CAP, which is regularly updated with project status and any new projects (Attachment A). The CAP is categorized into four key project groupings

of freeway, railroad grade separation, and rail and station projects. Schedule milestones are used as performance indicators of progress in project delivery. The CAP performance metrics report provides a FY snapshot of the milestones targeted for delivery in the FY and provide transparency and performance measurement of capital project delivery.

The CAP project costs represent the total cost across all phases of project delivery, including support costs, right-of-way (ROW), and construction capital costs. Baseline costs, if established, are shown in comparison to either the actual or forecast cost. Baseline costs may be shown as to-be-determined (TBD) if project scoping studies and estimates have not been developed or approved and may be updated as delivery progresses, and milestones are achieved. Projects identified in the Orange County local transportation sales tax Measure M2 (M2) are identified with the corresponding M2 project logo. The CAP status update is also included in the M2 Quarterly Progress Report.

The CAP summarizes the very complex capital project critical path delivery schedules into eight key milestones.

Begin Environmental	The date work on the environmental clearance, project report, or preliminary engineering phase begins.
Complete Environmental	The date environmental clearance and project approval is achieved.
Begin Design	The date final design work begins, or the date when a design-build contract begins.
Complete Design	The date final design work is 100 percent complete and approved.
Construction Ready	The date contract bid documents are ready for advertisement, including certification of ROW, all agreements executed, and contract constraints cleared.
Advertise for Construction	The date a construction contract is advertised for construction bids.
Award Contract	The date the construction contract is awarded.
Construction Complete	The date all construction work is completed, and the project is open to public use.

These delivery milestones reflect progression across the project delivery phases shown below.



Project schedules reflect the planned baseline milestone dates in comparison to the forecast or actual milestone dates. Milestone dates may be shown as TBD if project scoping or approval documents have not been finalized and approved, or if the delivery schedule has not been negotiated with a partnering agency or consultant implementing the specific phase of a project. Planned milestone dates can be revised to reflect new dates from approved baseline schedule changes. Project schedules are reviewed monthly and milestone achievements and updated forecast dates are included to reflect project delivery status.

CAP milestones achieved through the third quarter of FY 2020-21 include:

Freeway Projects

- The begin environmental milestone was achieved for the Interstate 5 (I-5) high-occupancy vehicle lane addition between Avenida Pico and the San Diego County Line in the City of San Clemente. The contract to prepare the project report and environmental documentation was executed with Advanced Civil Technologies on February 12, 2021. The project report and environmental document are scheduled to be approved in December 2023.
- The complete construction milestone was achieved for the I-5 widening between State Route 55 (SR-55) and State Route 57 in January 2021.

Rail and Station Projects

- The Board of Directors (Board) awarded the construction contract to expand the Anaheim Canyon Metrolink Station to Stacy and Witbeck, Inc., on March 22, 2021. Construction is currently scheduled to be completed by the end of 2022.

The following CAP milestones missed the planned delivery through the third quarter of FY 2020-21:

- The Placentia Metrolink Station construction ready and advertise construction milestones were missed and will not be met this FY. Burlington Northern Santa Fe Railway (BNSF) approvals are required to construct the project and are dependent on finalization of a shared-use agreement between Metrolink and BNSF for rail operations on the BNSF rail corridor.

Recap of FY 2020-21 Performance Metrics and CAP Updates

The performance metrics snapshot provided at the beginning of FY 2020-21 reflects 15 planned major project delivery milestones to be accomplished, ten of which were planned through the third quarter. The CAP and performance metrics have been updated to reflect milestones achieved and missed through the third quarter of FY 2020-21 (Attachment B). Ten milestones were achieved through the third quarter, including two fourth quarter milestones achieved early, and two milestones missed.

CAP updates and FY 2020-21 Risks

The SR-55 widening from Interstate 405 to I-5 is at a critical delivery phase in securing all required ROW to advance the project into the construction phase. Extremely complex ROW negotiations are underway for acquisition of the remaining needed property rights. The working schedule considers potential eminent domain actions through Board action and the courts to gain ROW possession. The target to certify that possession, or a clear path to gaining possession, of all required ROW needed for construction is late August 2021.

In March 2021, the Board approved additional budget of \$15.68 million for OC Streetcar supplemental contingency funding as the overall project contingency has been drawn down quicker than anticipated due to realized risks and unanticipated changes. Staff completed an OC Streetcar project schedule assessment and has forecasted a new revenue service date of July 2023. In addition, the Federal Transit Administration (FTA) project management oversight consultant is performing a comprehensive project risk, cost, and schedule assessment to determine new forecast cost and schedule. This new comprehensive assessment considers risks realized to date, and an assessment of future risks, and will be used to update the delivery commitments documented in the OC Streetcar Full Funding Grant Agreement between OCTA and FTA. Staff will bring this complete project update to the Board by November 2021.

Over the last quarter, highway project construction bids in the region continued to reflect a favorable market with a high number of bidders and competitive bids priced below the engineer's estimated cost of bid items. However, recent steel

and lumber product material pricing has increased significantly due to demand, production capacity, and supply chain issues. Staff will continue to monitor market pricing trends and the impacts on heavy civil construction pricing in the region.

Summary

Capital project delivery continues to progress and is reflected in the CAP. The planned FY 2020-21 performance metrics created from forecast project schedules are used as a general project delivery performance indicator throughout the FY. Staff will continue to manage project costs and schedules across all project phases to meet project delivery commitments and report quarterly.

Attachments

- A. Capital Action Plan, Status Through March 2021
- B. Capital Programs Division, Fiscal Year 2020-21 Performance Metrics Through March 2021

Prepared by:
















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

Capital Action Plan

Status Through March 2021

Updated: April 15, 2021
















Capital Projects	Cost Baseline/Forecast (millions)	Schedule Plan/Forecast							
		Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
	Freeway Projects:								
I-5, Pico to San Diego County	TBD	Feb-21	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Feb-21	Dec-23	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, Pico to Vista Hermosa	\$113.0	Jun-09	Dec-11	Jun-11	Oct-13	Feb-14	Oct-14	Dec-14	Aug-18
Project C	\$83.6	Jun-09	Oct-11	Jun-11	Oct-13	May-14	Sep-14	Dec-14	Aug-18
 I-5, Vista Hermosa to Pacific Coast Highway	\$75.6	Jun-09	Dec-11	Jun-11	Feb-13	Jun-13	Oct-13	Dec-13	Mar-17
Project C	\$75.2	Jun-09	Oct-11	Jun-11	May-13	Aug-13	Feb-14	Jun-14	Jul-17
 I-5, Pacific Coast Highway to San Juan Creek Road	\$70.7	Jun-09	Dec-11	Jun-11	Jan-13	May-13	Aug-13	Oct-13	Sep-16
Project C	\$74.3	Jun-09	Oct-11	Jun-11	Jan-13	Apr-13	Aug-13	Dec-13	Jul-18
 I-5, I-5/Ortega Interchange	\$90.9	Sep-05	Jun-09	Jan-09	Nov-11	Mar-12	Jun-12	Aug-12	Sep-15
Project D	\$79.8	Sep-05	Jun-09	Jan-09	Dec-11	Apr-12	Jun-12	Aug-12	Jan-16
 I-5, I-5/Ortega Interchange (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project D	N/A	N/A	N/A	Jan-14	Oct-14	Feb-15	Aug-15	Sep-15	Sep-16
 I-5, SR-73 to Oso Parkway	\$151.9	Sep-11	Jun-14	Mar-15	Jan-18	May-18	Aug-18	Dec-18	Apr-25
Project C & D	\$195.8	Oct-11	May-14	Mar-15	Aug-18	May-19	Aug-19	Dec-19	Apr-25
 I-5, Oso Parkway to Alicia Parkway	\$196.2	Sep-11	Jun-14	Nov-14	Jun-17	Dec-17	Feb-18	Jun-18	Nov-23
Project C & D	\$203.1	Oct-11	May-14	Nov-14	Dec-17	Jun-18	Nov-18	Mar-19	Dec-23
 I-5, Alicia Parkway to El Toro Road	\$133.6	Sep-11	Jun-14	Mar-15	Jun-18	Dec-18	Jan-19	May-19	Oct-24
Project C	\$165.9	Oct-11	May-14	Mar-15	May-19	Apr-20	May-20	Sep-20	Oct-24
 I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD
Project C	\$12.4	N/A	N/A	Jul-22	Mar-24	Jul-24	Sep-24	Nov-24	Jun-26
 I-5, I-5/El Toro Road Interchange	TBD	Apr-17	Nov-19	TBD	TBD	TBD	TBD	TBD	TBD
Project D	TBD	Apr-17	Nov-21	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, I-405 to Yale Avenue	\$230.5	May-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
Project B	\$230.5	May-14	Jan-20	Sep-21	Jun-24	Dec-24	Apr-25	Jul-25	Jan-29
 I-5, Yale Avenue to SR-55	\$200.4	May-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
Project B	\$200.4	May-14	Jan-20	Apr-21	Jan-24	Jul-24	Nov-24	Feb-25	Sep-28
 I-5, SR-55 to SR-57	\$38.1	Jul-11	Jun-13	Jun-15	Mar-17	Jul-17	Sep-17	Dec-17	Apr-21
Project A	\$39.7	Jun-11	Apr-15	Jun-15	Jun-17	Dec-17	Mar-18	Nov-18	Jan-21

Cost/Schedule Risk

Capital Action Plan

Status Through March 2021











Updated: April 15, 2021

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
 SR-55, I-405 to I-5 Project F Cost/Schedule Risk	\$410.9	Feb-11	Nov-13	Sep-17	Apr-20	Dec-20	Apr-21	Jul-21	Aug-25
	\$503.2	May-11	Aug-17	Sep-17	Apr-20	Sep-21	Dec-21	Apr-22	Apr-26
 SR-55, I-5 to SR-91 Project F	TBD	Dec-16	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
	\$131.3	Dec-16	Mar-20	May-22	May-25	Oct-25	Feb-26	May-26	Jul-29
 SR-57 Northbound (NB), Orangethorpe Avenue to Katella Avenue Project G	\$71.8	Apr-16	Dec-18	TBD	TBD	TBD	TBD	TBD	TBD
	\$71.8	Apr-16	Mar-19	Jan-22	Mar-24	Jul-24	Nov-24	Mar-25	Oct-27
 SR-57 (NB), Katella Avenue to Lincoln Avenue Project G	\$78.7	Apr-08	Jul-09	Jul-08	Nov-10	Mar-11	May-11	Aug-11	Sep-14
	\$38.0	Apr-08	Nov-09	Aug-08	Dec-10	Apr-11	Jul-11	Oct-11	Apr-15
 SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape) Project G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	May-09	Jul-10	Jun-17	Jul-17	Sep-17	Jun-18
 SR-57 (NB), Orangethorpe Avenue to Yorba Linda Boulevard Project G	\$80.2	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	May-14
	\$52.3	Aug-05	Dec-07	Feb-08	Jul-09	Dec-09	May-10	Oct-10	Nov-14
 SR-57 (NB), Yorba Linda Boulevard to Lambert Road Project G	\$79.3	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	Sep-14
	\$54.1	Aug-05	Dec-07	Feb-08	Jul-09	Mar-10	May-10	Oct-10	May-14
 SR-57 (NB), Orangethorpe Avenue to Lambert Road (Landscape) Project G	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Oct-14	Aug-17	Dec-17	Jan-18	Feb-18	Apr-19
 SR-57 (NB), Lambert Road to Tonner Canyon Project G	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Sep-22	May-25	TBD	TBD	TBD	TBD	TBD	TBD
 SR-91 Westbound (WB), I-5 to SR-57 Project H	\$78.1	Jul-07	Apr-10	Oct-09	Feb-12	Jul-12	Aug-12	Nov-12	Apr-16
	\$59.2	Jul-07	Jun-10	Mar-10	Apr-12	Aug-12	Oct-12	Jan-13	Jun-16
 SR-91 Westbound (WB), I-5 to SR-57 (Landscape) Project H	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Nov-14	Aug-16	Dec-16	Feb-17	Mar-17	Nov-17
 SR-91, SR-55 to Lakeview Avenue (Segment 1) Project I	\$100.9	Jan-15	Oct-18	Mar-20	Jan-23	Aug-23	Oct-23	Feb-24	Sep-27
	\$100.9	Jan-15	Jun-20	Mar-20	Jan-23	Aug-23	Oct-23	Feb-24	Sep-27
 SR-91, La Palma Avenue to SR-55 (Segment 2) Project I	\$208.4	Jan-15	Oct-18	Jun-20	Jul-23	Feb-24	Mar-24	Jul-24	Mar-28
	\$208.4	Jan-15	Jun-20	Jun-20	Jul-23	Feb-24	Mar-24	Jul-24	Mar-28
 SR-91, Acacia Street to La Palma Ave (Segment 3) Project I	\$116.2	Jan-15	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
	\$116.2	Jan-15	Jun-20	Nov-20	Sep-23	Apr-24	Jun-24	Sep-24	May-28
 SR-91 (WB), Tustin Interchange to SR-55 Project I	\$49.9	Jul-08	Jul-11	Jul-11	Mar-13	Jul-13	Aug-13	Oct-13	Jul-16
	\$42.5	Jul-08	May-11	Jun-11	Feb-13	Apr-13	Jun-13	Oct-13	Jul-16

Capital Action Plan

Status Through March 2021











Updated: April 15, 2021

Capital Projects	Cost Baseline/Forecast	Schedule Plan/Forecast							
		Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
	(millions)								
 SR-91, SR-55 to SR-241 Project J	\$128.4 \$79.7	Jul-07 Jul-07	Jul-09 Apr-09	Jun-09 Apr-09	Jan-11 Aug-10	Apr-11 Dec-10	Jun-11 Feb-11	Sep-11 May-11	Dec-12 Mar-13
 SR-91, SR-55 to SR-241 (Landscape) Project J	N/A N/A	N/A N/A	N/A N/A	N/A May-12	N/A Feb-13	N/A Apr-13	N/A Jul-13	N/A Oct-13	N/A Feb-15
 SR-91 Eastbound, SR-241 to SR-71 Project J	\$104.5 \$57.8	Mar-05 Mar-05	Dec-07 Dec-07	Jul-07 Jul-07	Dec-08 Dec-08	Mar-09 May-09	May-09 Jun-09	Jul-09 Aug-09	Nov-10 Jan-11
91 Express Lanes to SR-241 Toll Connector	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	TBD	Nov-13	Jan-20	Jun-16	Dec-21	Jun-22	Jul-22	Nov-22	Jun-25
 I-405, I-5 to SR-55 Project L	TBD TBD	Dec-14 Dec-14	Jul-18 Aug-18	TBD TBD	TBD TBD	TBD TBD	TBD TBD	TBD TBD	TBD TBD
 I-405, SR-55 to I-605 (Design-Build) Project K	\$2,080.2 \$2,080.2	Mar-09 Mar-09	Mar-13 May-15	Mar-14 Mar-14	Nov-15 Nov-15	Feb-16 Feb-16	Mar-16 Mar-16	Nov-16 Nov-16	Feb-24 Feb-24
I-405/SR-22 HOV Connector	\$195.9	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Aug-10	Aug-14
	\$120.8	N/A	N/A	Sep-07	Jun-09	Sep-09	Feb-10	Jun-10	Mar-15
I-405/I-605 HOV Connector	\$260.4	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Oct-10	Jan-15
	\$172.6	N/A	N/A	Sep-07	Sep-09	Feb-10	May-10	Oct-10	Mar-15
I-405/SR-22/I-605 HOV Connector (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Jun-08	May-09	Feb-16	May-16	Jul-16	Feb-18
 I-605, I-605/Katella Interchange Project M	\$29.0 \$29.0	Aug-16 Aug-16	Nov-18 Oct-18	TBD Dec-20	Mar-23 Mar-23	Jul-23 Jul-23	Nov-23 Nov-23	Feb-24 Feb-24	Nov-25 Nov-25
Grade Separation Projects:									
 Sand Canyon Avenue Railroad Grade Separation Project R	\$55.6 \$61.9	N/A N/A	Sep-03 Sep-03	Jan-04 Jan-04	Jul-10 Jul-10	Jul-10 Jul-10	Oct-10 Oct-10	Feb-11 Feb-11	May-14 Jan-16
 Raymond Avenue Railroad Grade Separation Project O	\$77.2 \$126.2	Feb-09 Feb-09	Nov-09 Nov-09	Mar-10 Mar-10	Aug-12 Dec-12	Nov-12 Jul-13	Feb-13 Oct-13	May-13 Feb-14	Aug-18 May-18
 State College Boulevard Railroad Grade Separation (Fullerton) Project O	\$73.6 \$99.6	Dec-08 Dec-08	Jan-11 Apr-11	Jul-06 Jul-06	Aug-12 Feb-13	Nov-12 May-13	Feb-13 Sep-13	May-13 Feb-14	May-18 Mar-18
 Placentia Avenue Railroad Grade Separation Project O	\$78.2 \$64.5	Jan-01 Jan-01	May-01 May-01	Jan-09 Jan-09	Mar-10 Jun-10	May-10 Jan-11	Mar-11 Mar-11	Jun-11 Jul-11	Nov-14 Dec-14

Capital Action Plan

Status Through March 2021

Updated: April 15, 2021

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
 Kraemer Boulevard Railroad Grade Separation Project O	\$70.4	Jan-01	Sep-09	Jan-09	Jul-10	Jul-10	Apr-11	Aug-11	Oct-14
	\$63.8	Jan-01	Sep-09	Feb-09	Jul-10	Jan-11	Jun-11	Sep-11	Dec-14
 Orangethorpe Avenue Railroad Grade Separation Project O	\$117.4	Jan-01	Sep-09	Feb-09	Dec-11	Dec-11	Feb-12	May-12	Sep-16
	\$105.9	Jan-01	Sep-09	Feb-09	Oct-11	Apr-12	Sep-12	Jan-13	Oct-16
 Tustin Avenue/Rose Drive Railroad Grade Separation Project O	\$103.0	Jan-01	Sep-09	Feb-09	Dec-11	Mar-12	May-12	Aug-12	May-16
	\$96.6	Jan-01	Sep-09	Feb-09	Jul-11	Jun-12	Oct-12	Feb-13	Oct-16
 Lakeview Avenue Railroad Grade Separation Project O	\$70.2	Jan-01	Sep-09	Feb-09	Oct-11	Oct-12	Feb-13	May-13	Mar-17
	\$110.7	Jan-01	Sep-09	Feb-09	Jan-13	Apr-13	Sep-13	Nov-13	Jun-17
 17th Street Railroad Grade Separation Project R	TBD	Oct-14	Jun-16	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Oct-14	Nov-17	TBD	TBD	TBD	TBD	TBD	TBD
Rail and Station Projects:									
 Rail-Highway Grade Crossing Safety Enhancement Project R	\$94.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09	Dec-11
	\$90.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09	Dec-11
 San Clemente Beach Trail Safety Enhancements Project R	\$6.0	Sep-10	Jul-11	Feb-12	Apr-12	Apr-12	Jul-12	Oct-12	Jan-14
	\$5.0	Sep-10	Jul-11	Feb-12	Jun-12	Jun-12	Oct-12	May-13	Mar-14
San Juan Capistrano Passing Siding	\$25.3	Aug-11	Jan-13	Mar-15	May-16	May-16	Aug-16	Dec-16	Feb-21
	\$36.4	Aug-11	Mar-14	Mar-15	Aug-18	Aug-18	Aug-18	Mar-19	Nov-20
 OC Streetcar Project S	\$424.4	Aug-09	Mar-12	Feb-16	Sep-17	Oct-17	Dec-17	Aug-18	Dec-21
	\$440.0	Aug-09	Mar-15	Feb-16	Nov-17	Dec-17	Dec-17	Sep-18	Oct-22
 Placentia Metrolink Station and Parking Structure Project R	\$34.8	Jan-03	May-07	Oct-08	Jan-11	TBD	TBD	TBD	TBD
	\$40.1	Jan-03	May-07	Oct-08	Feb-11	Feb-22	Feb-22	Jun-22	Jan-24
 Orange County Maintenance Facility Project R	TBD	Apr-20	Apr-22	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Apr-20	Apr-22	TBD	TBD	TBD	TBD	TBD	TBD
Anaheim Canyon Station	\$27.9	Jan-16	Dec-16	Mar-19	May-19	May-19	Jul-19	Nov-19	Mar-21
	\$34.2	Jan-16	Jun-17	Mar-18	Oct-20	Oct-20	Oct-20	Mar-21	Oct-22
Orange Station Parking Expansion	\$33.2	Dec-09	Dec-12	Nov-10	Apr-13	Jul-16	Jul-16	Nov-16	Feb-19
	\$30.9	Dec-09	May-16	Nov-10	Apr-16	Jul-16	Jul-16	Jun-17	Feb-19

Capital Action Plan

Status Through March 2021

Updated: April 15, 2021

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	N/A	Jan-12	Dec-13	Dec-13	Jun-14	Sep-14	Mar-17
	\$4.2	N/A	N/A	Jan-12	Dec-13	Dec-13	Aug-14	Apr-15	May-19
Laguna Niguel/Mission Viejo Station ADA Ramps	\$3.5	Jul-13	Jan-14	Jul-13	Aug-14	Aug-14	Sep-14	Jan-15	Apr-17
	\$5.0	Jul-13	Feb-14	Jul-13	Jul-15	Jul-15	Jul-15	Oct-15	Sep-17
Anaheim Regional Transportation Intermodal Center	\$227.4	Apr-09	Feb-11	Jun-09	Feb-12	Feb-12	May-12	Jul-12	Nov-14
Project R & T	\$232.2	Apr-09	Feb-12	Jun-09	May-12	May-12	May-12	Sep-12	Dec-14

Note: Costs associated with landscape projects are included in respective freeway projects.

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Begin Environmental: The date work on the environmental clearance, project report, or preliminary engineering phase begins.

Complete Environmental: The date environmental clearance and project approval is achieved.

Begin Design: The date final design work begins, or the date when a design-build contract begins.

Complete Design: The date final design work is 100 percent complete and approved.

Construction Ready: The date contract bid documents are ready for advertisement, including certification of right-of-way, all agreements executed, contract constraints are cleared.

Advertise for Construction: The date a construction contract is both funded and advertised for bids.

Award Contract: The date the construction contract is awarded.

Construction Complete: The date all construction work is completed and the project is open to public use.

Acronyms

I-5 - Santa Ana Freeway (Interstate 5)

SR-73 - San Joaquin Freeway (State Route 73)

SR-55 - Costa Mesa Freeway (State Route 55)

SR-57 - Orange Freeway (State Route 57)

SR-91 - Riverside Freeway (State Route 91)

SR-71 - Corona Expressway (State Route 71)

SR-22 - Garden Grove Freeway (State Route 22)

I-405 - San Diego Freeway (Interstate 405)

SR-241 - Foothill/Eastern Transportation Corridor (State Route 241)

I-605 - San Gabriel River Freeway (Interstate 605)

ADA - Americans with Disabilities Act

HOV - High-Occupancy Vehicle

Capital Programs Division Fiscal Year 2020-21 Performance Metrics Through March 2021

Begin Environmental

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-5, Avenida Pico to San Diego County Line						✔	X		
Total Forecast/Actual	0	0	0	0	0	1	1	0	1

Complete Environmental

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
No "Complete Environmental" milestones scheduled for FY 2020-21									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

Begin Design

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
SR-91, Acacia Street to La Palma Avenue			X	✔					
I-605/Katella Avenue Interchange			X	✔					
I-5, Yale Avenue to SR-55							X		
Total Forecast/Actual	0	0	2	2	0	0	1	0	3

Complete Design

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
Anaheim Canyon Metrolink Station	X			✔					
Total Forecast/Actual	1	0	0	1	0	0	0	0	1

Construction Ready

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
Anaheim Canyon Metrolink Station	X			✔					
Placentia Metrolink Station and Parking Structure					X				
SR-55, I-405 to I-5							X		
Total Forecast/Actual	1	0	0	1	1	0	1	0	3

Advertise Construction

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
Anaheim Canyon Metrolink Station	X			✔					
Placentia Metrolink Station and Parking Structure					X				
Total Forecast/Actual	1	0	0	1	1	0	0	0	2

Award Contract

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
I-5, Alicia Parkway to El Toro Road	X	✔							
Anaheim Canyon Metrolink Station			X			✔			
Placentia Metrolink Station and Parking Structure							X		
Total Forecast/Actual	1	1	1	0	0	1	1	0	3

Capital Programs Division

Fiscal Year 2020-21 Performance Metrics Through March 2021

Complete Construction

Project Description	FY 21 Qtr 1		FY 21 Qtr 2		FY 21 Qtr 3		FY 21 Qtr 4		FY 21
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst
San Juan Capistrano Passing Siding				✔		X			
I-5, SR-55 to SR-57						✔		X	
Total Forecast/Actual	0	0	0	1	1	1	1	0	2

Totals	4	1	3	6	3	3	5	0	15
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Begin Environmental: The date work on the environmental clearance, project report, or preliminary engineering phase begins.

Complete Environmental: The date environmental clearance and project approval is achieved.

Begin Design: The date final design work begins or the date when a design-build contract begins.

Complete Design: The date final design work is 100 percent complete and approved.

Construction Ready: The date contract bid documents are ready for advertisement, right-of-way certified, all agreements executed, and contract constraints are cleared.

Advertise for Construction: The date a construction contract is both funded and advertised for bids.

Award Contract: The date the construction contract is awarded.

Construction Complete: The date all construction work is completed and the project is open to public use.

Acronyms

I-5 - Santa Ana Freeway (Interstate 5)

SR-55 - Costa Mesa Freeway (State Route 55)

SR-57 - Orange Freeway (State Route 57)

SR-91 - Riverside Freeway (State Route 91)

I-605 - San Gabriel River Freeway (Interstate 605)

I-405 - San Diego Freeway (Interstate 405)

FY - Fiscal Year

X = milestone forecast in quarter





COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors
From: Andrea West, Interim Clerk of the Board *Andrea West*
Subject: Comprehensive Transportation Funding Programs – 2021 Call for Projects Programming Recommendations

Regional Planning and Highways Committee Meeting of May 3, 2021

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

Committee Vote

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

Committee Recommendations

- A. Approve the award of \$20.2 million in 2021 Measure M2 Regional Capacity Program (Project O) funds to nine projects.
- B. Approve the award of \$8.5 million in 2021 Measure M2 Regional Traffic Signal Synchronization Program (Project P) funds to three projects.



May 3, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Comprehensive Transportation Funding Programs – 2021 Call for Projects Programming Recommendations

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

Overview

The Orange County Transportation Authority issued the 2021 annual Measure M2 Comprehensive Transportation Funding Programs, Regional Capacity Program, and Regional Traffic Signal Synchronization Program call for projects in August 2020. This call for projects made available up to \$30 million in Measure M2 competitive grant funding for regional roadway capacity and signal synchronization projects countywide. A list of projects recommended for funding is presented for Board of Directors' review and approval.

Recommendations

- A. Approve the award of \$20.2 million in 2021 Measure M2 Regional Capacity Program (Project O) funds to nine projects.
- B. Approve the award of \$8.5 million in 2021 Measure M2 Regional Traffic Signal Synchronization Program (Project P) funds to three projects.

Background

The Regional Capacity Program (RCP) (Project O) is the Measure M2 (M2) competitive funding program through which the Orange County Transportation Authority (OCTA) supports streets and roads capital projects to relieve congestion. The Regional Traffic Signal Synchronization Program (RTSSP) (Project P) is the M2 competitive program, which provides funding for signal synchronization projects.

Both programs are included in the Comprehensive Transportation Funding Programs (CTFP). The CTFP allocates funds through an annual competitive call for projects (call) based on a common set of guidelines and scoring criteria.

The CTFP Guidelines (Guidelines) are developed in collaboration with OCTA's Technical Advisory Committee (TAC), which includes representatives from all of Orange County's 34 cities and the County of Orange, collectively referred to as local jurisdictions, and are ultimately approved by the OCTA Board of Directors (Board). The Guidelines for the 2021 call were approved by the Board on August 10, 2020. At that meeting, the Board also authorized the issuance of the current call, making available up to \$30 million in M2 competitive funds available to support regional roadway capacity and signal synchronization projects throughout Orange County.

Discussion

RCP

OCTA received 12 applications requesting a total of \$27.2 million in RCP funds (Attachment A). Applications were reviewed for eligibility, consistency, adherence to the Guidelines, and compliance with M2 Program objectives. Applications were evaluated and ranked based on the scoring criteria identified in the approved program Guidelines. During the review process, staff worked with local jurisdictions to address technical issues, such as corrections to the applications, scope clarifications, and refinement of final project funding requests.

Based upon these reviews, one application was deemed ineligible to compete due to low traffic count volumes, and two applications from one local jurisdiction were withdrawn from consideration. All the remaining applications were deemed to be competitive and are recommended for funding. A summary of these recommendations is included in Attachment B. In total, the recommendation includes \$20.2 million (with inflationary adjustments as appropriate) in M2 funding commitments to support nine RCP project applications in the cities of Garden Grove, Irvine, Orange, Santa Ana, Yorba Linda, and the County of Orange.

Of the nine recommended projects, five will provide arterial capacity improvement benefits with engineering, right-of-way, and/or construction phase allocations, and four will provide intersection capacity enhancements with engineering and construction phase allocations. Implementation of these projects is anticipated to produce congestion-reducing benefits while also enhancing the arterial system overall, all of which are consistent with the goals outlined in the Guidelines.

RTSSP

OCTA received six applications through the RTSSP requesting a total of \$15.2 million in funding. Attachment A includes a summary of each of the six applications. All RTSSP applications were reviewed for eligibility, consistency, adherence to the guidelines, and overall program objectives. Staff worked with the local jurisdictions to address technical issues primarily related to construction unit cost refinements as well as project scope clarifications. Attachment C includes proposed programming recommendations per the 2021 Guidelines.

The recommended program of projects will provide \$8.5 million in programming to support three RTSSP projects. This is slightly higher than the Board’s authorized funding amount of \$8 million. However, this higher programming amount provides funding to include three well-scoring projects without requiring any reduction to scope to meet the available M2 budget. Together, these projects will improve regional throughput on three key arterial roadways in the cities of Irvine, Lake Forest, and Santa Ana, as well as in several immediately adjacent communities.

Three other RTSSP applications could not be funded due to funding availability. These projects were deemed to be competitive and are encouraged to reapply in the next (or a future) call.

Finally, the table below provides a summary of the total proposed funding recommendations for the 2021 CTFP call.

2021 CTFP Call Summary (\$ in millions)			
	RCP	RTSSP	Total
Number of Applications Received	12	6	18
Funding Request	\$27.2	\$15.2	\$42.4
Number of Recommended Applications	9	3	12
Amount Recommended for Approval (escalated as appropriate)	\$20.2	\$8.5	\$28.7

These recommendations are consistent with the 2021 Guidelines approved by the Board and were approved by both the OCTA Technical Steering Committee and TAC in March 2021.

Next Steps

With Board approval of these recommendations, staff will initiate the execution of letter agreements between OCTA and appropriate local jurisdictions. Once

these agreements are executed, awarded local jurisdictions can proceed and will be authorized to seek M2 reimbursement for their respective eligible project costs.

Summary

Proposed programming recommendations for the M2 2021 RCP and RTSSP calls have been developed. Funding for 12 projects, totaling \$28.7 million in M2 funds is proposed, and Board approval of these recommendations is requested.

Attachments

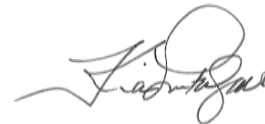
- A. 2021 Measure M2 Call for Projects - Applications Received
- B. 2021 Measure M2 Regional Capacity Program Call for Projects, Programming Recommendations
- C. 2021 Measure M2 Regional Transportation Signal Synchronization Program Call for Projects - Programming Recommendations

Prepared by:



Alfonso Hernandez
Transportation Funding Analyst, Senior
(714) 560-5363

Approved by:



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

2021 Measure M2 Call for Projects - Applications Received

2021 Regional Capacity (Project O) Submitted Applications							
Agency	Project	Fund	Phase	Match Rate	Match	Total M2 Request	Total Cost
Anaheim	Lincoln Avenue Street Widening (East Street to Evergreen Street)	ACE	C	25%	\$ 1,754,865	\$ 5,264,595	\$ 7,019,460
Brea	Kraemer Boulevard/Imperial Highway Intersection Multimodal Improvements	ICE	ENG	26%	\$ 75,000	\$ 215,000	\$ 290,000
Brea	SR-90 at SR-57 Southbound On-Ramp Project		ENG	50%	\$ 150,000	\$ 150,000	\$ 300,000
Garden Grove	Euclid Avenue-Westminster Boulevard Intersection Improvement Project	ICE	C	35%	\$ 550,594	\$ 1,022,531	\$ 1,573,125
Irvine	Jeffrey Road at Barranca Parkway Intersection Improvements	ICE	ENG	25%	\$ 62,500	\$ 187,500	\$ 250,000
Orange, City	Cannon Street Widening - Santiago Canyon Road to Serrano Avenue	ACE	ENG	25%	\$ 206,250	\$ 618,750	\$ 825,000
Orange, County	Los Patrones Parkway Extension	ACE	ENG	25%	\$ 625,000	\$ 1,875,000	\$ 2,500,000
Santa Ana	Bristol Street and Memory Lane Intersection Improvement	ICE	C	25%	\$ 351,050	\$ 1,052,950	\$ 1,404,000
Santa Ana	Fairview Street Improvements (19th Street to 16th Street)	ACE	ROW, C	79%	\$ 21,453,750	\$ 5,609,250	\$ 27,063,000
Santa Ana	Warner Avenue Improvements (Oak Street to Grand Avenue)	ACE	C	25%	\$ 3,500,500	\$ 10,501,500	\$ 14,002,000
Yorba Linda	Lakeview Avenue Widening (Bastanchury Road to Oriente Drive)	ACE	C	25%	\$ 163,961	\$ 491,884	\$ 655,845
Yorba Linda	Yorba Linda Boulevard Widening Project (Imperial Highway and Lakeview Avenue)	ICE	ENG	50%	\$ 229,379	\$ 229,379	\$ 458,758
REQUESTED TOTALS					\$ 29,122,849	\$ 27,218,339	\$ 56,341,188

2021 Regional Traffic Signal Synchronization Program (Project P) Submitted Applications							
Agency	Project	Fund	Signals	Match Rate	Match	Total M2 Request	Total Cost
Irvine	Alton Parkway RTSSP	RTSSP	50	20%	\$ 782,341	\$ 3,129,362	\$ 3,911,703
Laguna Niguel	Crown Valley Parkway - Pacific Coast Highway RTSSP	RTSSP	45	20%	\$ 657,216	\$ 2,628,866	\$ 3,286,082
Lake Forest	Portola Parkway/Santa Margarita Parkway TSSP	RTSSP	31	20%	\$ 564,070	\$ 2,256,278	\$ 2,820,348
Lake Forest	Rockfield Boulevard	RTSSP	12	20%	\$ 178,928	\$ 715,711	\$ 894,639
Santa Ana	First Street/Bolsa Avenue Regional Traffic Signal Synchronization	RTSSP	55	20%	\$ 757,920	\$ 3,031,680	\$ 3,789,600
Yorba Linda	Yorba Linda Boulevard Weir Canyon Road Corridor	RTSSP	47	20%	\$ 863,230	\$ 3,452,920	\$ 4,316,150
REQUESTED TOTALS					\$ 3,803,704	\$ 15,214,818	\$ 19,018,522

Acronyms:

- ACE - Arterial Capacity Enhancements
- C - Construction
- ICE - Intersection Capacity Enhancements
- ENG - Engineering
- FAST - Freeway Arterial/Streets Transitions
- M2 - Measure M2
- ROW - Right-of-Way
- RTSSP - Regional Traffic Signal Synchronization Program
- SR-57 - State Route 57
- SR-90 - State Route 90
- TSSP - Traffic Signal Synchronization Program

**2021 Measure M2 Regional Capacity Program Call for Projects
Programming Recommendations**

Agency	Fiscal Year	Project	Score	Fund	M2 Amount Engineering	M2 Amount ROW	M2 Amount Construction*	Total M2 Amount	Match	Totals	Match Rate
Santa Ana	21/22	Fairview Street Improvements (9th Street to 16th Street)	70	ACE	\$ -	\$ 1,937,250	\$ -	\$ 1,937,250	\$ 645,750	\$ 2,583,000	25%
	22/23				\$ -	\$ -	\$ 3,721,590	\$ 3,721,590	\$ 21,089,012	\$ 24,810,603	85%
Santa Ana	21/22	Warner Avenue Improvements- (Oak Street to Grand Avenue)	64	ACE	\$ -	\$ -	\$ 9,076,305	\$ 9,076,305	\$ 3,025,435	\$ 12,101,740	25%
Orange, City	21/22	Cannon Street Widening - Santiago Canyon Road to Serrano Avenue	62	ACE	\$ 618,750	\$ -	\$ -	\$ 618,750	\$ 206,250	\$ 825,000	25%
Garden Grove	21/22	Euclid-Westminster Intersection Improvement Project	54	ICE	\$ -	\$ -	\$ 1,022,531	\$ 1,022,531	\$ 550,594	\$ 1,573,125	35%
Santa Ana	21/22	Bristol Street at Memory Lane Intersection Improvement	49	ICE	\$ -	\$ -	\$ 1,012,500	\$ 1,012,500	\$ 337,500	\$ 1,350,000	25%
Yorba Linda	21/22	Yorba Linda Boulevard Widening Project (Imperial Highway to Lakeview Avenue)	46	ICE	\$ 229,378	\$ -	\$ -	\$ 229,378	\$ 229,379	\$ 458,757	50%
Orange, County	21/22	Los Patrones Parkway Extension	41	ACE	\$ 1,875,000	\$ -	\$ -	\$ 1,875,000	\$ 625,000	\$ 2,500,000	25%
Yorba Linda ¹	21/22	Lakeview Avenue Widening (Bastanchury Road to Oriente Drive)	38	ACE	\$ -	\$ -	\$ 479,462	\$ 479,462	\$ 159,831	\$ 639,293	25%
Irvine ¹	21/22	Jeffrey Road at Barranca Parkway Intersection Improvements	33	ICE	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 25,000	\$ 100,000	25%
	22/23				\$ 112,500	\$ -	\$ -	\$ 112,500	\$ 37,500	\$ 150,000	25%
PROGRAMMING TOTALS					\$ 2,910,628	\$ 1,937,250	\$ 15,312,388	\$ 20,160,266	\$ 26,931,251	\$ 47,091,518	

UNFUNDED (Ineligible - Does Not Meet Project O Eligibility Requirements Based Upon Current Traffic Counts)

Agency	Fiscal Year	Project	Score	Fund	M2 Amount - Engineering	M2 Amount - ROW*	M2 Amount - Construction*	Total M2 Amount	Match	Totals	Match Rate
Anaheim	21/22	Lincoln Avenue Street Widening (East Street to Evergreen Street)	N/A	ACE	\$ -	\$ -	\$ 4,350,419	\$ 4,350,419	\$ 2,347,822	\$ 6,698,241	35%
UNFUNDED TOTALS					\$ -	\$ -	\$ 4,350,419	\$ 4,350,419	\$ 2,347,822	\$ 6,698,241	

¹ These projects are considered conditionally eligible based upon their level of service (LOS) being below LOS D, but above .71. Per the Comprehensive Transportation Funding Programs Guidelines, if it is determined that additional programming capacity exists after all eligible projects with LOS D have been funded, consideration of projects with a minimum LOS .71 may be undertaken.

Acronyms:

ACE - Arterial Capacity Enhancements
 ICE - Intersection Capacity Enhancements
 Measure M2 - M2
 ROW - Right-of-Way
 N/A - Not Applicable

*Includes escalation amounts for applicable construction projects - rate of 3.1% for applicable projects programmed in fiscal year 2022-23.

2021 Measure M2 Regional Transportation Signal Synchronization Program Call for Projects - Programming Recommendations

Agency	Fiscal Year	Project Title	Score	M2 Amount - Primary Implementation	M2 Amount - Operations & Maintenance	Total M2 Amount	Match	Total	Match Rate
Lake Forest	21/22	Portola Parkway/Santa Margarita Parkway TSSP	75	\$ 2,138,998	\$ 163,200	\$ 2,302,198	\$ 575,550	\$ 2,877,748	20%
Santa Ana	21/22	First Street/ Bolsa Avenue Regional Traffic Signal Synchronization	71	\$ 2,972,712	\$ 124,800	\$ 3,097,512	\$ 774,378	\$ 3,871,890	20%
Irvine	21/22	Alton Parkway RTSSP	67	\$ 2,819,350	\$ 218,880	\$ 3,038,230	\$ 759,557	\$ 3,797,787	20%
TOTALS				\$ 7,931,060	\$ 506,880	\$ 8,437,940	\$ 2,109,485	\$ 10,547,425	

UNFUNDED (Eligible Projects Exceeding Total Amount Available for Call for Projects)

Agency	Fiscal Year	Project Title	Score	M2 Amount - Primary Implementation	M2 Amount - Operations & Maintenance	Total M2 Amount	Match	Total	Match Rate
Laguna Niguel	21/22	Crown Valley Parkway - Pacific Coast Highway RTSSP	65	\$ 2,698,512	\$ 142,760	\$ 2,841,272	\$ 710,318	\$ 3,551,590	20%
Yorba Linda	21/22	Yorba Linda Boulevard Weir Canyon Road Corridor	62	\$ 3,337,000	\$ 161,280	\$ 3,498,280	\$ 874,570	\$ 4,372,850	20%
Lake Forest	21/22	Rockfield Boulevard	26	\$ 679,879	\$ 28,800	\$ 708,679	\$ 177,170	\$ 885,849	20%
TOTALS				\$ 6,715,391	\$ 332,840	\$ 7,048,231	\$ 1,762,058	\$ 8,810,289	

Acronyms:

TSSP - Traffic Signal Synchronization Program
 RTSSP - Regional Traffic Signal Synchronization Program
 Measure M2 - M2



COMMITTEE TRANSMITTAL

May 10, 2021

To: Members of the Board of Directors

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

Subject: Cooperative Agreement with the City of San Juan Capistrano for the Ortega Highway Widening Improvements from Calle Entradero to Reata Road

Regional Planning and Highways Committee Meeting of May 3, 2021

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

Absent: None

Committee Vote

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


Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3410 between the Orange County Transportation Authority and the City of San Juan Capistrano, in the amount of \$5,250,000, in Measure M2 Project O funds for the preparation of plans, specifications, and estimates for the Ortega Highways Widening Improvement Projects from Calle Entradero to Reata Road.
- B. Approve cancelling Letter Agreement No. 5 to the Comprehensive Transportation Funding Programs Master Agreement No. C-1-2782 with the City of San Juan Capistrano.



May 3, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Cooperative Agreement with the City of San Juan Capistrano for the Ortega Highway Widening Improvements from Calle Entradero to Reata Road

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the City of San Juan Capistrano to provide Measure M2 Project O funding for the preparation of plans, specifications, and estimates for the Ortega Highway Widening Improvement Project from Calle Entradero to Reata Road. This agreement will supersede the original letter agreement to the Comprehensive Funding Programs Agreement dated August 1, 2020, for the project.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3410 between the Orange County Transportation Authority and the City of San Juan Capistrano, in the amount of \$5,250,000, in Measure M2 Project O funds for the preparation of plans, specifications, and estimates for the Ortega Highway Widening Improvement Project from Calle Entradero to Reata Road.
- B. Approve cancelling Letter Agreement No. 5 to the Comprehensive Transportation Funding Programs Master Agreement No. C-1-2782 with the City of San Juan Capistrano.

Discussion

Through a Comprehensive Transportation Funding Programs (CTFP) competitive call for projects, the Orange County Transportation Authority (OCTA) awarded \$5,250,000 to the City of San Juan Capistrano (City) for the preparation of plans, specifications, and estimates (PS&E) for the Ortega Highway Widening Improvement Project (Project) on May 11, 2020. OCTA issued Letter Agreement No. 5 to the CTFP Master Agreement No. C-1-2782

Cooperative Agreement with the City of San Juan Capistrano *Page 2*
for the Ortega Highway Widening Improvements from
Calle Entradero to Raeta Road

with the City with an effective date of August 1, 2020. The OCTA funds must be matched with non-OCTA funds of \$1,750,000 to meet the match requirement consistent with requirements in the Measure M2 (M2) Ordinance.

The PS&E is anticipated to cost approximately \$7,800,000, which will be supported through a combination of sources including \$5,250,000 in M2 funds through OCTA, \$1,750,000 from the County of Orange and Rancho Mission Viejo, and from State Transportation Improvement Program funds, which were previously authorized by the OCTA Board of Directors and the California Transportation Commission for this project. The City's required contribution will be satisfied by the County and Rancho Mission Viejo funding. The City is currently working with the California Department of Transportation (Caltrans) to implement the Project.

Based on the environmental studies and preliminary engineering, the Project will widen Ortega Highway from two to four lanes for a 1.1-mile section between Calle Entradero and Raeta Road. The Project's preliminary plans include installing a traffic signal at Via Cordova and Hunt Club Drive, providing a 12-foot-wide striped median, a five- to eight-foot shoulder on each side to accommodate a Class II bicycle lane, and reconstructing the existing sidewalk. The Project also requires seven retaining walls. The PS&E phase is anticipated to take 12 to 18 months to complete. The total Project, including construction, is expected to cost approximately \$76 million, based on preliminary estimates, and could be open to traffic by 2028, contingent on funding availability.

This Project is also important to OCTA as it is one of the cornerstone elements in the three-party agreement between OCTA, Caltrans, and the Transportation Corridor Agencies to improve mobility in south Orange County. The three agencies agreed to focus on south Orange County's mobility improvements including this Project, an extension of the high-occupancy vehicle lanes on Interstate 5 between the San Diego County line and Avenida Pico, and improvements to Los Patrones Parkway in place of any southern extension of the State Route 241 toll facility.

The City and Caltrans are proposing to enter into a financial contribution agreement, which will allow the City to make a contribution to Caltrans for the PS&E work without taking on responsibilities that could create additional risk and liability for the City. In order for the City to proceed under this type of arrangement, OCTA needs to also provide the funding to the City through a different mechanism as the letter agreement was created based on CTFP Guidelines that assume the local jurisdiction is also the implementing agency. The cooperative agreement, as proposed, authorizes OCTA to provide payment to the City based on confirmation of the Caltrans agreement and an invoice from

**Cooperative Agreement with the City of San Juan Capistrano Page 3
for the Ortega Highway Widening Improvements from
Calle Entradero to Raeta Road**

Caltrans to the City, as well as confirmation of the match. It will also require regular reports from the City on PS&E progress.

Fiscal Impact

The project is included in OCTA's Fiscal Year (FY) 2020-21 Budget and subsequent FY budgets, Planning Division, Account No. 0017-7831-SO001-TH4, and as noted above, will be funded with M2 Project O funds.

Summary

Staff requests Board of Directors' approval to terminate Letter Agreement No. 5 to Cooperative Agreement No. C-1-2782, and for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3410 with the City of San Juan Capistrano, in the amount of \$5,250,000, to support a financial contribution to the California Department of Transportation to prepare plans, specifications, and estimates for the Ortega Highway Widening Improvements Project from Calle Entradero to Raeta Road.

Attachment

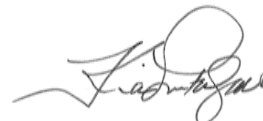
None.

Prepared by:



Adriann Cardoso
Department Manager, Capital
Programming
(714) 560-5915

Approved by:



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

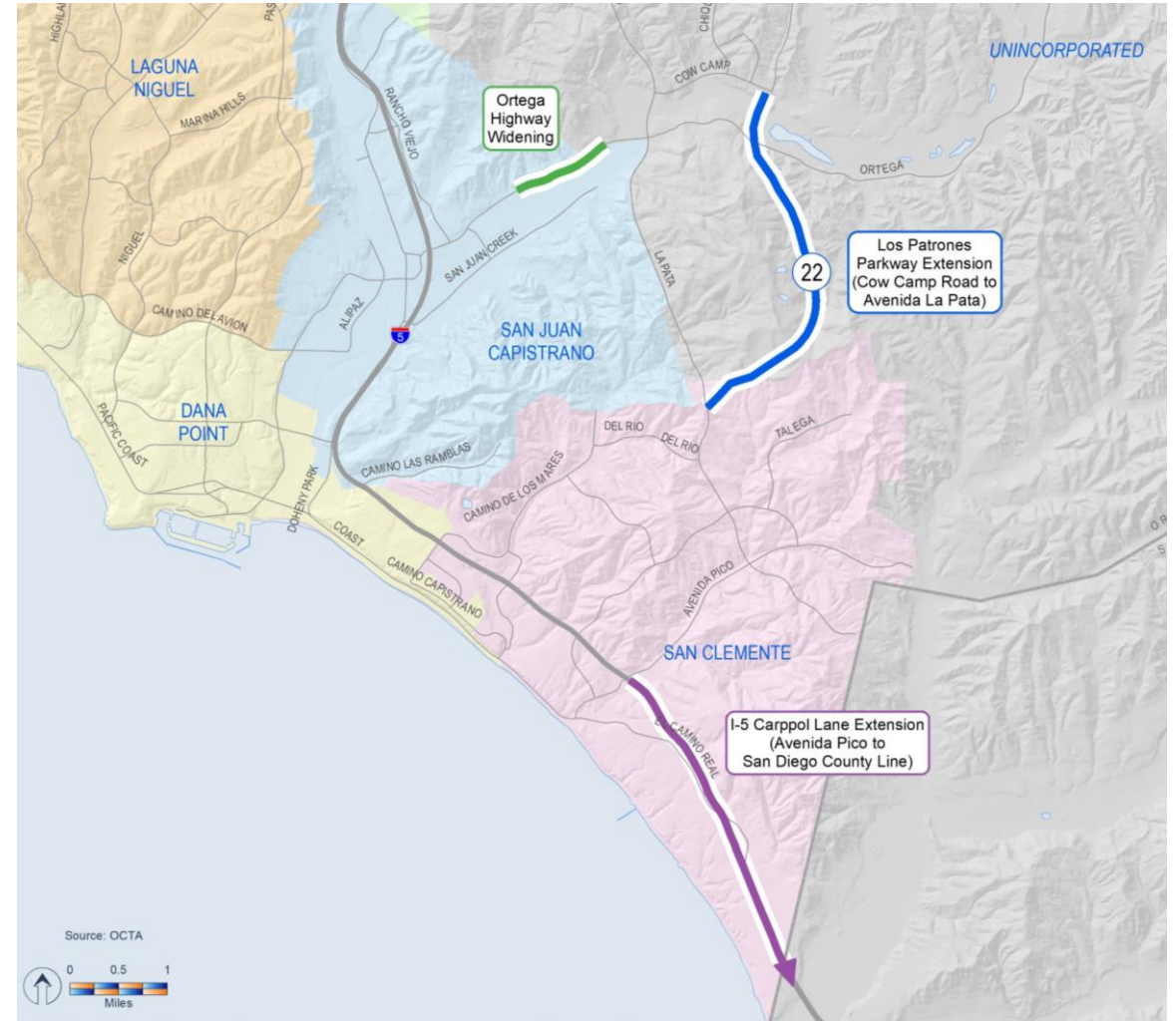


Pia Veerapen
Director, Contracts Administration and
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(714) 560-5619

South Orange County Projects Update

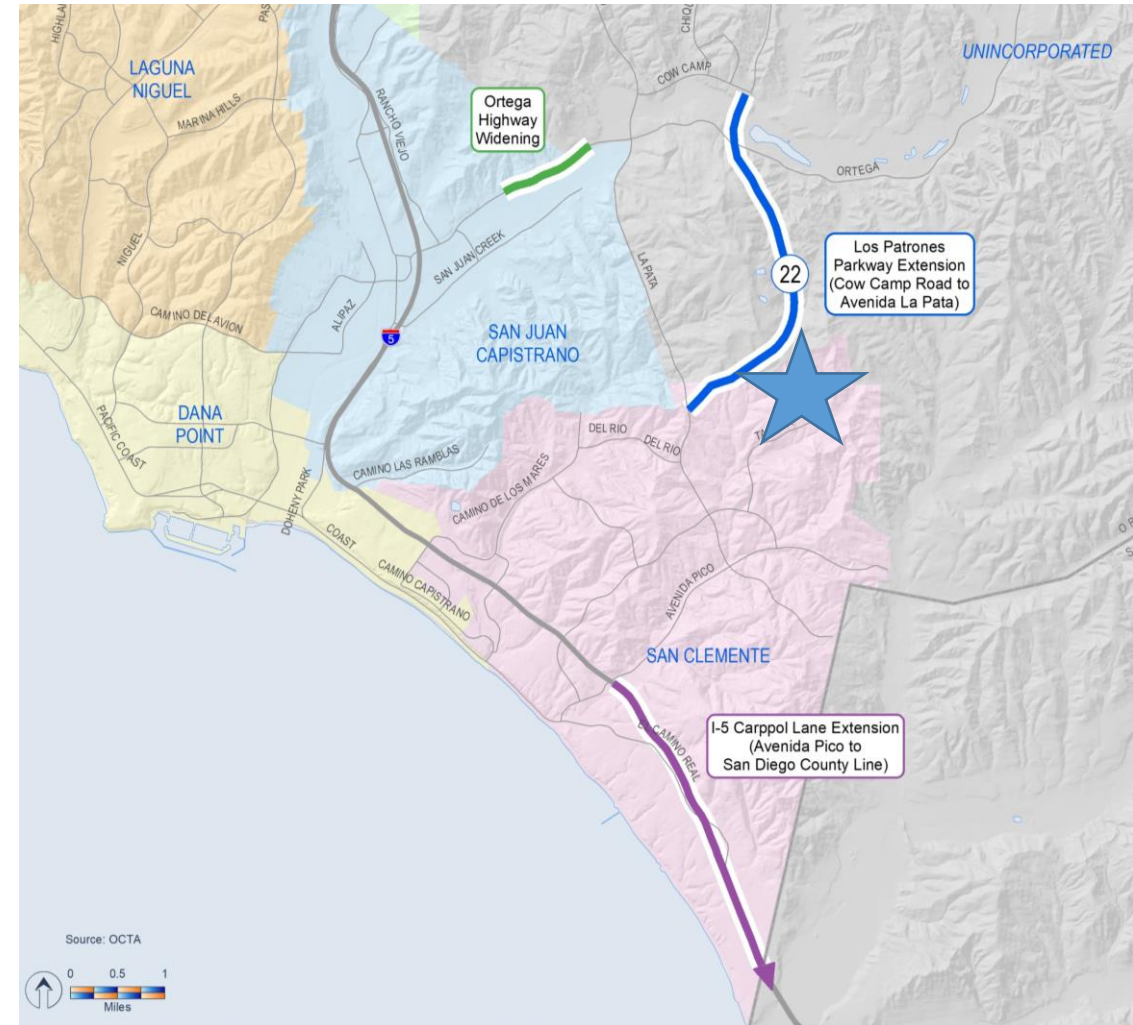
Agreed Upon Next Steps (April 2020)

- Prepare a project development plan for a non-tolled extension to Los Patrones Parkway
- Advance funding for final design for the widening of Ortega Highway
- Advance funding for the environmental process for I-5 HOV lane improvements
- Defer longer solutions to the South Orange County Multimodal Transportation Study (SOCMTS)



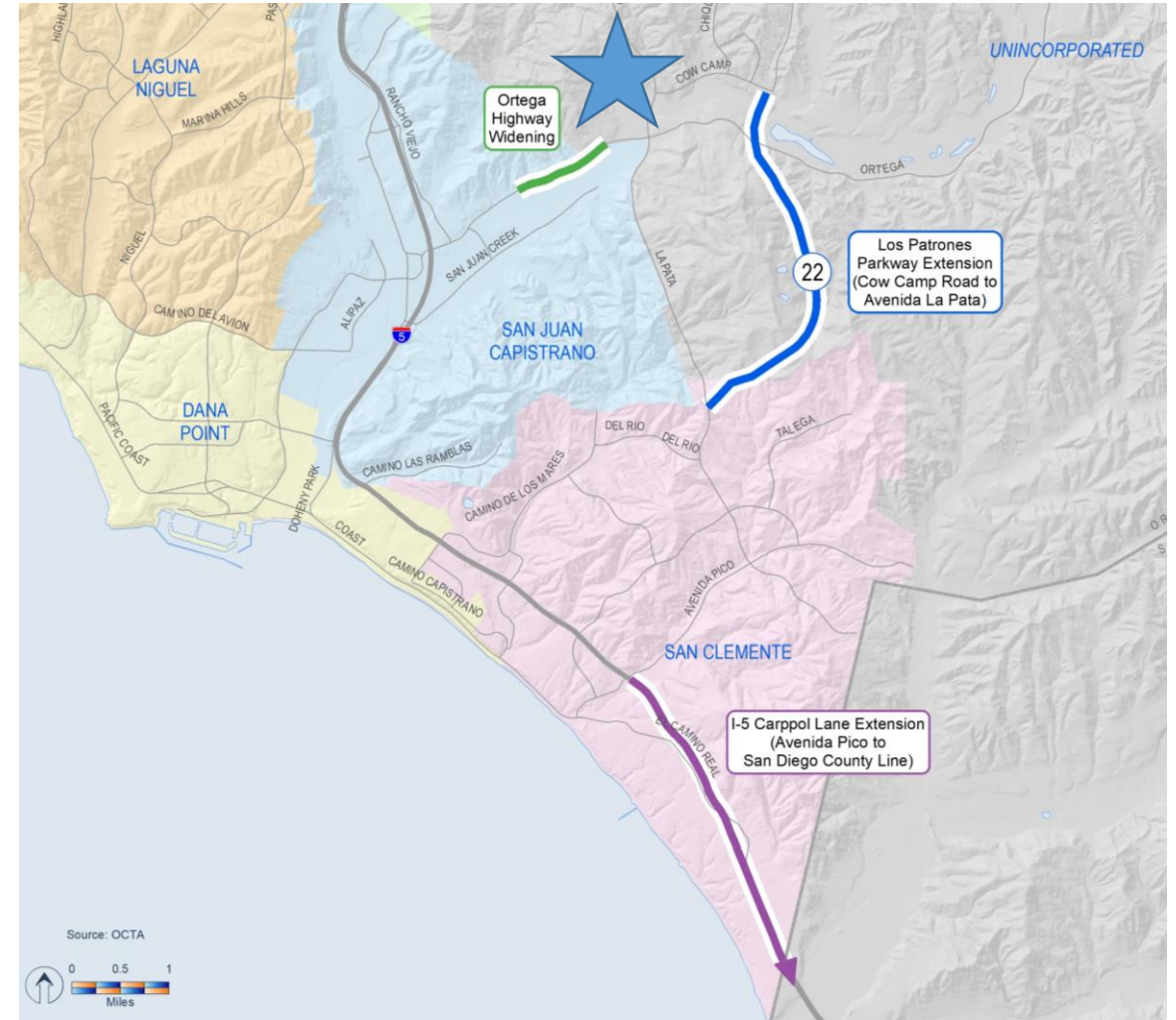
Los Patrones Parkway Extension Update

- Conceptual alignment added to general plans and Master Plan of Arterial Highways
- OCTA Technical Advisory Committee approved Measure M2 funding for preliminary engineering (PE) in March 2021
- OCTA Board action on PE grant planned for May 2021
- PE could start as early as fall 2021 (County of Orange lead)



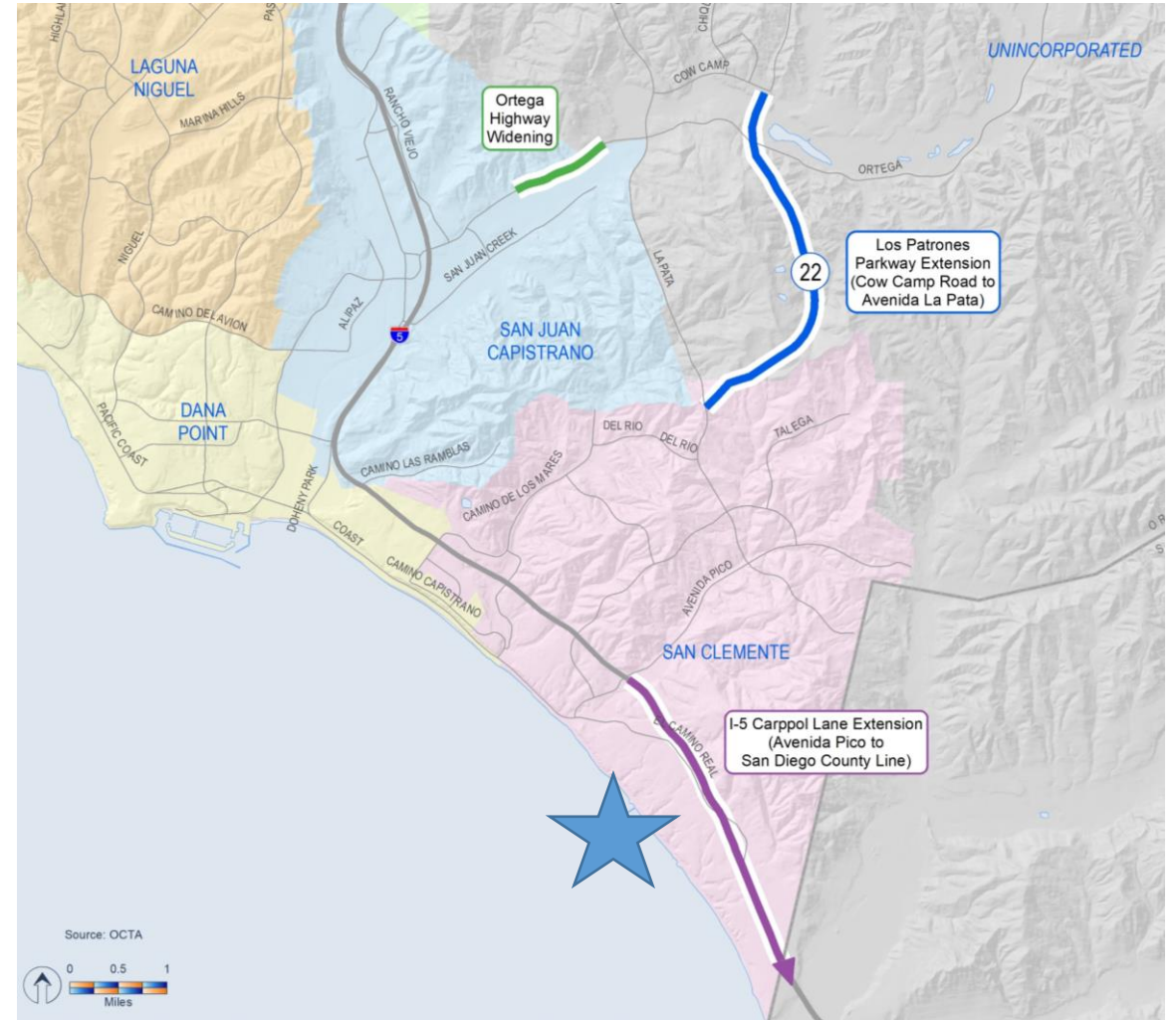
Ortega Highway Widening Update

- Caltrans to lead final design work
- Funding contributions from City of San Juan Capistrano, County of Orange, Rancho Mission Viejo, the State, and OCTA
- Funding agreements planned for execution in June 2021
- Final design planned to start in fall 2021



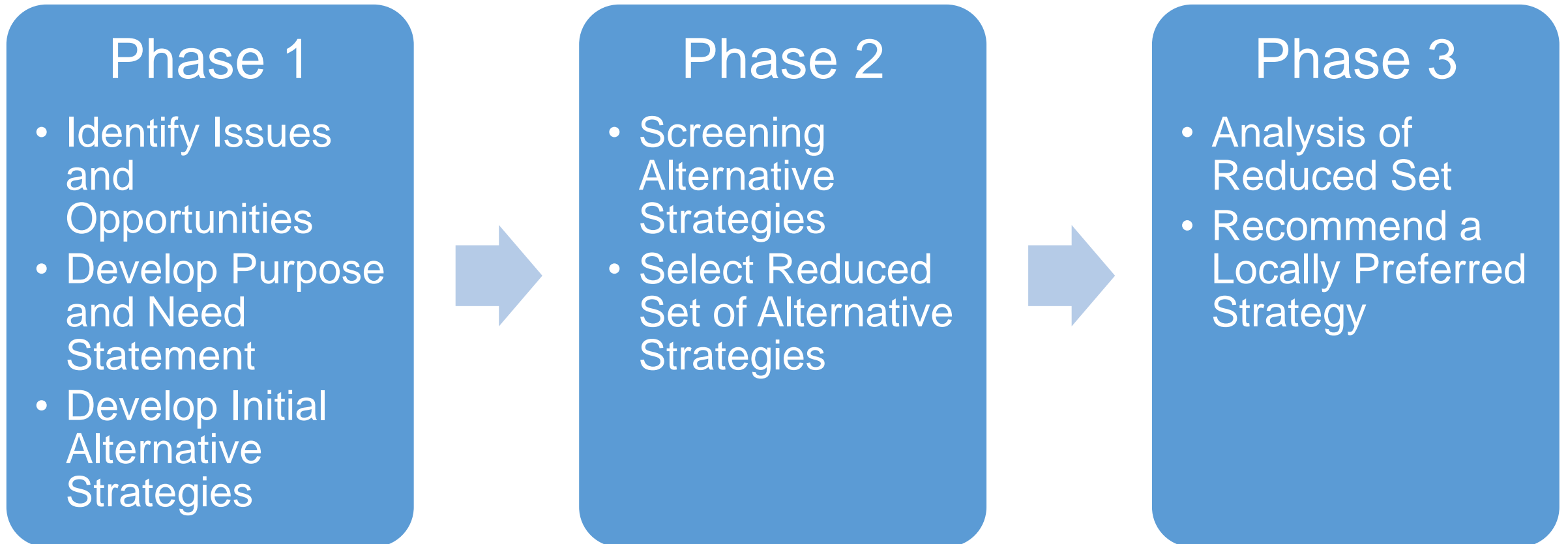
I-5 HOV Lane Improvements Update

- OCTA awarded consultant contract for environmental document
- Environmental process has started and expected to be complete by early 2024
- OCTA and Caltrans committed to robust public outreach process involving City of San Clemente and other stakeholders



SOCMTS Update

Phase 1 completed in late 2020. Phase 2 underway.
Phase 3 to begin in summer 2021.





May 10, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: 2021 Board of Directors and Chief Executive Officer Initiatives and Action Plan – First Quarter Progress Report

On January 25, 2021, the Board of Directors (Board) approved the 2021 Board and Chief Executive Officer (CEO) Initiatives (Attachment A) and Action Plan (Attachment B). The Action Plan consists of three Board initiatives and nine CEO initiatives monitored through 96 milestones throughout the calendar year. Reports detailing the progress on these milestones are provided on a quarterly basis for Board review. This report provides a summary of progress on first quarter (Q1) milestones from January 1, 2021 through March 31, 2021. At the conclusion of Q1, 12 of the 96 milestones have been completed. Highlights of these accomplishments are provided below.

Q1 Progress Report

During Q1 of the calendar year 2021, 12 milestones were scheduled for completion. At the end of Q1, all 12 milestones have been completed. Some of the highlights include:

- Continued progress on the Interstate 5 Widening Project (between State Route 73 and El Toro Road),
- Completed the Orange County Rail Infrastructure Defense Against Climate Change Study,
- Expanded the College Bus Pass Program to include students at Cypress College,
- Updated the Board on the South Orange County Multimodal Study,
- Selected a new enterprise asset management system,
- Submitted the formal request and required documentation for the Transportation Infrastructure Finance and Innovation Act loan interest rate reset, and
- Celebrated the graduation of the second Early Career Academy cohort.

In addition, the Orange County Transportation Authority (OCTA) has confirmed that one milestone planned for the third quarter will be carried over and reconsidered in the future:

- Originally rescheduled from 2020, OCTA was to lead efforts to host the American Public Transportation Association (APTA) Expo at the Anaheim Convention Center in September 2021. However, due to mass gathering restrictions in California, APTA has decided to relocate the 2021 Expo to Orlando, Florida. APTA and OCTA intend to work with the Anaheim Convention Center staff to host the event in Orange County in the near future, currently scheduled for 2023.

The Q1 progress report is complete and included for your review. I am pleased with the progress OCTA has made to start the year off strong, especially adjusting to the impacts of the unprecedented coronavirus pandemic. I look forward to more progress on the 2021 Board and CEO initiatives as OCTA continues to address the immediate needs of the public, our customers, and our employees to keep Orange County moving. Please contact me at (714) 560-5343 with any questions or suggestions.

DEJ:ls
Attachments



2021 BOARD & CEO INITIATIVES



FINANCIAL STEWARDSHIP, SUSTAINABILITY, AND RESILIENCE

- Demonstrate Fiscal Responsibility and Effective Measure M2 Administration
- Plan and Adapt to a Changing Environment
- Champion Environmental Stewardship and Sustainability



RELIABLE, ACCESSIBLE, AND BALANCED TRANSPORTATION CHOICES



- Provide Balanced Public Transportation Options and Solutions
- Deliver Improvements to Fulfill Measure M Promises
- Engage with Diverse and Disadvantaged Communities



ORGANIZATIONAL EXCELLENCE AND COLLABORATION



- Enhance Workforce Diversity and Inclusive Work Culture
- Adapt to a Changing Workplace and Promote Employee Development and Safety
- Provide Quality Customer Service and Collaborate with Regional Partners



ANDREW DO
CHAIRMAN

DARRELL E. JOHNSON
CHIEF EXECUTIVE OFFICER



2021 BOARD & CEO INITIATIVES



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A handwritten signature in black ink, appearing to read "Andrew Do".

ANDREW DO
CHAIRMAN

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

DARRELL E. JOHNSON
CHIEF EXECUTIVE OFFICER

2021 Board Initiatives

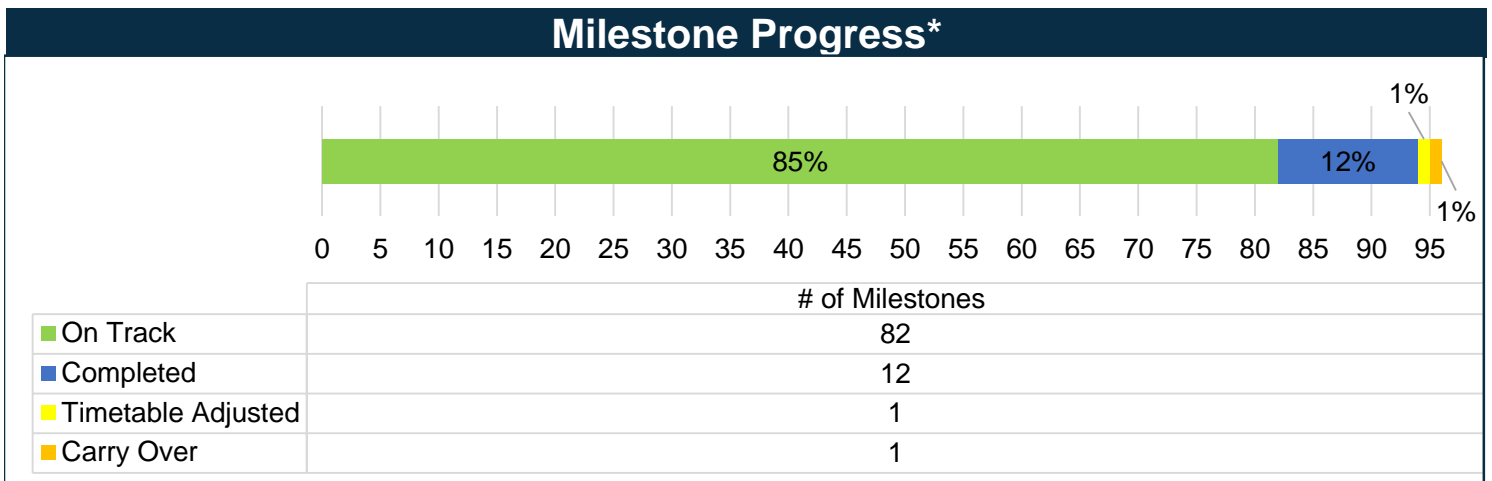
1. Financial Stewardship, Sustainability, and Resilience
2. Reliable, Accessible, and Balanced Transportation Choices
3. Organizational Excellence and Collaboration

2021 CEO Initiatives

1. Demonstrate Fiscal Responsibility and Effective Measure M2 Administration
2. Plan and Adapt to a Changing Environment
3. Champion Environmental Stewardship and Sustainability
4. Provide Balanced Public Transportation Options and Solutions
5. Deliver Improvements to Fulfill Measure M Promises
6. Engage with Diverse and Disadvantaged Communities
7. Enhance Workforce Diversity and Inclusive Work Culture
8. Adapt to a Changing Workplace and Promote Employee Development and Safety
9. Provide Quality Customer Service and Collaborate with Regional Partners

2021 CEO Milestone Summary

Number of Milestones by Quarter	
Quarter Due	Number
First Quarter	12
Second Quarter	20
Third Quarter	24
Fourth Quarter	40
TOTAL	96



*Due to rounding, total percentage may be less than 100%.

FIRST QUARTER (Q1)

12 of 12 Completed - 100%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	I-5, SR-73 to El Toro Road	Ensure Segment 3 is Under Construction	Provide project update to Board - Q1	March 8, 2021 - provided project update to Board.				
2.	Orange County Rail Infrastructure Defense Against Climate Change Study	Identify Implementation Strategies or Mitigations to Reduce Climate Change Risks to Rail Infrastructure	Present update on study to ESC - Q1	February 8, 2021 - presented update to ESC.				
3.	College Pass Program	Provide Community College Students with a Discount Bus Pass to Enhance Access to Education	Work with Cypress College to implement program for spring 2021 semester launch - Q1	Completed the enrollment and launch of the three-year College Pass Program with Cypress College; all students can ride OC Bus free as of January 25, 2021, beginning of the spring semester.				
4.	Digital Transformation Strategies	Digitize Documents, Forms, and Processes	Establish priority list to digitize manual workflows and present to ESC - Q1	March 22, 2021 - presented to ESC.				
5.	Digital Transformation Strategies	Establish Office Automation Methods	Implement Robotic Automation tool and design requirements for use cases - Q1	February 2021 - completed implementation.				
6.	Enterprise Asset Management (EAM) System Replacement	Replace EAM System to Modern Software as a Service to Meet Growing Needs of Maintenance and Procurement	Recommend Board approval for selected EAM vendor - Q1	February 22, 2021 - recommended approval to Board.				
7.	Intelligent Transit Management System (ITMS)	Upgrade ITMS Radio System to Adopt Voice-Over Internet Protocol (VOIP) Technology for Implementation to Both Bus and Streetcar Fleets	Complete pilot testing on the VOIP technology and make recommendation for bus and streetcar fleets - Q1	March 22, 2021 - presented to ESC on completion of pilot testing.				

FIRST QUARTER (Q1) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
8.	Reset TIFIA Loan Interest Rate	Reduce the Interest Rate on OCTA's 2017 TIFIA	Submit all necessary paperwork to request TIFIA loan interest rate reset - Q1	All paperwork has been submitted and staff continues to work with the Build America Bureau to finalize the rate reset.				
9.	Early Career Academy (ECA)	Provide Early Career Development to Grow New Professionals	Complete ECA Program with second cohort - Q1	March 2, 2021 - graduation of second cohort took place.				
10.	Agency Climate Resiliency and Sustainability Practices (2020 Carryover)	Perform Gap Analysis on Agency Sustainability Practices and Preparedness for Natural and Human Induced Hazards	Inventory agency-wide practices, including comparative analysis with peer agencies and present next steps for Climate Resiliency and Sustainability Plan development to ESC - Q1	January 11, 2021 - update presented to ESC.				
11.	Federal Obligation Authority Plan (2020 Carryover)	Maximize Federal Formula Funding Opportunities	Present the Federal Obligation Authority Plan to Board - Q1	February 8, 2021 - integrated in the Capital Programming update presented to Board.				
12.	South Orange County Multimodal Study	Study Regional Multimodal Transportation Improvement Options	Present draft Purpose and Need for Board consideration - Q1	February 8, 2021 - presented to Board.				

ON TRACK

COMPLETED

TIMETABLE ADJUSTED

CARRYOVER

SECOND QUARTER (Q2)

0 of 20 Completed - 0%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	Anaheim Canyon Metrolink Station Improvement	Initiate Construction for Passenger Enhancements	Begin construction - Q2	April 2021 - anticipated to receive NTP to begin construction. March 22, 2021 - construction contract awarded by the Board.				
2.	Diversity, Equity, and Inclusion	Inventory and Communicate Existing Programs, Policies and Practices Related to Diversity, Equity, and Inclusion	Launch a diversity, equity and inclusion page on OCTA.net and develop collateral material related to OCTA efforts in this area - Q2	On the website, the Equity Task Force has created an inventory of OCTA's Diversity, Equity, and Inclusion efforts across the agency and are categorizing them into five areas: People, Policies, Projects, Programs and Partnerships; currently have draft copy and meeting with marketing team to develop the page.				
3.	Hazard Mitigation Plan (HMP)	Develop a Plan of Actions	Prepare and submit draft HMP for FEMA and State review - Q2	June 2021 - anticipated to submit draft to the California Governor's Office of Emergency Services for review prior to submission to FEMA for final approval.				
4.	Headquarters Building	Evaluate Alternatives for a Potential New Headquarters' Building	Present options to real estate ad-hoc committee on long-term strategy for OCTA headquarters - Q2	No anticipated date as of yet to present options.				
5.	Comprehensive Business Plan (2020 Carryover)	Develop OCTA's Business Plan	Provide a summary of OCTA's FY 2020-21 long-term financial plan for adoption to Board - Q2	April 26, 2021 - anticipated to Board for adoption.				
6.	Cybersecurity	Protect OCTA's Information Systems	Provide cybersecurity update to Executive Committee - Q2	April 5, 2021 - anticipated to provide update to Executive Committee.				
7.	Line of Credit for I-405 Improvement Project Services	Secure a \$500 Million Line of Credit as Required by OCTA's TIFIA Loan	Resecure committed funds to support OCTA's TIFIA loan - Q2	Staff is currently evaluating alternate options for use of committed funds to support the TIFIA loan.				
8.	Mobile Ticketing	Implement Mobile Ticketing Application Through New Vendor Bytemark	Transition to Bytemark for mobile ticketing - Q2	July 10, 2021 - anticipated transition to Bytemark.				

SECOND QUARTER (Q2) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
9.	OCTA's Operating and Capital Budget	Develop a FY 2021-22 Balanced Budget	Present a comprehensive balanced OCTA FY 2021-22 Budget for adoption to Board - Q2	June 14, 2021 - anticipated to present to Board.				
10.	Annual Insurance Review	Inform the Board	Present annual review of OCTA's insurance program to Board - Q2	March 24, 2021 - presented to F&A. April 12, 2021 - anticipated to present to Board.				
11.	Leadership Development Academy (LDA)	Provide Professional Development Programs	Graduate fourth cohort of the LDA to grow the next generation of leaders - Q2	June 2021 - anticipated graduation of fourth cohort.				
12.	Management Development Academy (MDA)	Provide Career Development for Mid-Level Managers	Launch MDA - Q2	April 13, 2021 - anticipated to host information sessions; May 2021 - anticipated launch with program application and selection.				
13.	Personnel and Salary Resolution	Update Personnel Policies	Present recommendations to Board - Q2	June 14, 2021 - anticipated to Board as part of OCTA FY 2021-22 Budget.				
14.	Coach Operator Relief Vehicles (ORV)	Reduce Emissions From Coach Operator Relief Vehicles	Present ORV electric vehicle implementation to ESC - Q2	June 2021 - anticipated update to ESC.				
15.	Depot Chargers for Electric Buses	Reduce Emissions in Orange County	Present depot charging plan at the Garden Grove Base for plug-in battery-electric buses to ESC - Q2	June 2021 - anticipated update to ESC.				
16.	Bus Service Restructuring (Adjustments to COVID-19)	Ensure Ability to Meet Transit Demand	Present recommendations to Board for contract award - Q2	April 8, 2021 - anticipated to present recommendations to Transit Committee; April 12, 2021 - anticipated to present to Board.				
17.	Future of Transit Workshop	Establish a Vision and Goals for the "Future of Transit" in Orange County	Conduct Future of Transit workshop - Q2	June 2021 - anticipated update to ESC.				
18.	Next 10 Delivery Plan (2020 Carryover)	Ensure M2 Delivery Commitment	Review and present status of the Next 10 Delivery Plan deliverables to Board - Q2	April 5, 2021 - anticipated to present to Executive Committee; April 12, 2021 - anticipated to present to Board.				
19.	Streets and Roads	Fund Streets and Roads Improvements	Present recommendations for RCP (Project O) and RTSSP (Project P) projects grant awards to Board - Q2	May 10, 2021 - anticipated to present to Board.				

ON TRACK

COMPLETED

TIMETABLE ADJUSTED

CARRYOVER

SECOND QUARTER (Q2) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
20.	Transit Supportive Design Guidelines Study	Update and Modernize Guidelines for Improvements Near OCTA Transit Service	Complete Transit Design Guidelines and distribute to stakeholders - Q2	June 23, 2021 - anticipated to present to Technical Advisory Committee; June 30, 2021 - anticipated to complete.				

THIRD QUARTER (Q3)

0 of 24 Completed - 0%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	I-405 Improvement Project	Continue to Advance Construction	Begin bridge construction at Ward Street and Warner Avenue - Q3	April 2021 - anticipated to start Ward Street bridge construction; June 2021 - anticipated to start Warner Avenue bridge construction.				
2.	I-405 Improvement Project	Continue to Advance Construction	Complete and open first half of bridges at Bolsa Avenue, Westminster Boulevard, and Fairview Road - Q3	June/July 2021 - first half of the Bolsa Avenue bridge anticipated to open. January 2021 - first half of Westminster Boulevard bridge opened; February 2021 - first half of Fairview Road bridge opened.				
3.	I-5, I-405 to SR-55	Initiate Design Phase	Begin design phase - Q3	May 2021 - anticipated to begin design phase.				
4.	I-5, Pico to San Diego County Line	Initiate the Environmental Phase	Collaborate with County of San Diego to begin PA/ED phase and provide update to Board - Q3	March 2021 - environmental phase work began. June/ July 2021 - anticipated update to Board.				
5.	Metrolink Rail Station Improvements	Ensure Asset Preservation	Provide update on construction (Orange County Stations Rehabilitation Project) - Q3					
6.	SR-55, I-405 to I-5 (2020 Carryover)	Initiate Construction	Achieve Ready to List status - Q3	September 2021 - anticipated to achieve Ready to List status.				
7.	College Pass Program	Provide Community College Students with a Discount Bus Pass to Enhance Access to Education	Work with interested community colleges, including Irvine Valley and Coastline colleges, and the North Orange Continuing Education Program, to implement program as soon as fall 2021 - Q3	January 2021 - met with Irvine Valley College (IVC) members to discuss potential launch of the College Pass Program in fall 2021. February 2021 - met with IVC Student Government Association; completed projected ridership analysis and submitted Low Carbon Transit Operations Program grant application for Orange Coast College Pass Program.				

THIRD QUARTER (Q3) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
8.	L RTP Market Research	Obtain Statistically Valid Public Opinion Data to Inform the Development of the 2022 LRTP	Conduct Attitudinal and Awareness Survey for the development of the 2022 LRTP and report to the Board - Q3	April 1, 2021 - anticipated kick-off meeting with consultant. January 2021 - released RFP to procure consultant; February 2021 - procurement completed.				
9.	405 Express Lanes Back-Office System	Implement Transaction Processing System	Present recommendation for selection of back-office system service provider to Board - Q3					
10.	Diversity, Equity, and Inclusion	Review OCTA Organizational Policies, Practices and Programs related to Diversity, Equity, and Inclusion, and Develop Recommendations for Enhancements and Improvements to Guide Future Agency Decisions	Procure a third-party consultant to review and make recommendations related to OCTA diversity, equity, and inclusion efforts - Q3	The requisition has been submitted; currently finalizing the scope of work and beginning to prepare the independent cost estimate.				
11.	Credit Ratings	Maintain OCTA's Positive Credit Rating	Conduct annual rating agency meeting - Q3					
12.	Cybersecurity	Protect OCTA's Information Systems	Require completion of annual cybersecurity training for all employees - Q3					
13.	APTA Expo (2020 Carryover)	Host International Conference	Lead efforts to host APTA Expo in Anaheim - Q3	APTA will be relocating this event to Orlando due to gathering restrictions in California. APTA and OCTA intend to work with the Anaheim Convention Center to hold the event in Orange County in 2023. This will be carried over to be reconsidered in the future.				
14.	Coach Operator Collective Bargaining Agreement	Negotiate and Renew Agreement	Present agreement to Board - Q3	February 5, 2021 - negotiations began and are ongoing.				

THIRD QUARTER (Q3) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
15.	Diversity, Inclusion, Equity and Belonging	Identify, Develop, and Propose Solutions to Help Address Gaps in Current OCTA Employee Programs and Processes (i.e. Recruiting Efforts, Training, and Affirmative Action), and Propose Improvements, Enhancements, and Solutions; and to Support Employees' Voices Throughout the Organization	Develop a process for diverse interview panels and update Affirmative Action Plan to include identified gaps in recruitment and set four-year goals - Q3	Implemented process for diverse interview panels.				
16.	Employee Health Insurance Renewal Programs	Secure Competitive Health Benefits	Present health insurance recommendations to Board - Q3	August 11, 2021 - anticipated to present to F&A; August 23, 2021 - anticipated to present to Board.				
17.	Risk Management Information System	Upgrade Software System	Upgrade and implement new risk management information system - Q3					
18.	Transportation Communications Union Collective Bargaining Agreement	Negotiate and Renew Agreement	Present parts clerks and facilities technicians agreement to Board - Q3	Currently in negotiations, which are ongoing.				
19.	OC ACCESS	Ensure Service Continuity	Award new agreement for OC ACCESS service provision - Q3					
20.	OC Flex (2020 Carryover - Revised)	Continue Pilot Program into 2021	Review service and performance halfway through the pilot program and present to Board - Q3					
21.	2022 LRTP and Program Environmental Impact Report (PEIR)	Initiate the LRTP PEIR Public Scoping Process	Release the California Environmental Quality Act NOP to initiate the public engagement process -Q3					
22.	Bus Fleet Outlook Plan	Make Recommendations for Restructuring the OC Bus Fixed-Route System	Update Fleet Outlook and present to ESC - Q3					
23.	M2 Triennial Performance Assessment	Evaluate the Efficiency, Effectiveness, Economy, and Results of the Agency's Delivery of M2	Initiate the 2018-2021 M2 Triennial Performance Assessment - Q3	March 2, 2021 - RFP released.				

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TIMETABLE ADJUSTED

CARRYOVER

THIRD QUARTER (Q3) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
24.	SR-91 Implementation Plan	Collaborate with RCTC to Update the Plan in Support of Regional SR-91 Corridor	Present Plan to Board - Q3					

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COMPLETED

TIMETABLE ADJUSTED

CARRYOVER

FOURTH QUARTER (Q4)

0 of 40 Completed - 0%

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
1.	I-405 Improvement Project	Continue to Advance Construction	Complete and fully open bridges at Talbert Avenue, Magnolia Street, and Goldenwest Street - Q4					
2.	OC Streetcar	Continue to Advance Construction	Report on status of construction to meet October 2022 service startup date Q1 - Q4	An OC Streetcar Board ad-hoc committee was formed to continue funding and project delivery discussions. April 26, 2021 - next anticipated update to Board. January 25, 2021 - status update presented to Board.				
3.	Placentia Metrolink Station (2020 Carryover - Revised)	Provide Station Approval Progress	Provide update on agreements necessary to obtain station approval to Transit Committee - Q4					
4.	Diversity Outreach	Conduct Diversity Outreach Programs to Support Capital Projects, Planning Studies and Marketing	Ensure outreach activities include two-way communications and meaningful engagement with diversity stakeholders including communities of color, disadvantaged communities, and other under-represented groups. Provide annual update to the Board - Q4	February 4, 2021 - hosted virtual quarterly meeting of OCTA Diverse Community Leaders with meaningful commemoration of Black History Month and Lunar New Year. March 2021 - executed robust outreach to Vietnamese, Latinos and other difficult-to-reach community members to gain feedback for OC Bus June service change; virtual community meetings conducted in: - English (March 9) - Spanish (March 10) - Vietnamese (March 10)				

FOURTH QUARTER (Q4) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
5.	Market Research	Obtain Statistically Valid Data to Determine How COVID-19 Has Impacted Employment, Travel, and Teleworking in Orange County	Conduct follow-up Employment and Travel Survey and report results to the Board - Q4					
6.	Marketing Activities	Promote and Educate Public on OCTA Services	Develop and launch a ridership comeback campaign when social distancing guidelines are less restrictive - Q4	April 2021 - anticipated to develop creative concepts and messaging for testing with small virtual focus groups. May 2021 - anticipated to launch in a phased approach.				
7.	Marketing Activities	Promote and Educate Public on OCTA Services	Present biannual updates on ongoing campaigns promoting bus, rail, OC Flex, rideshare, vanpool services, and bus service changes to L&C - Q2 and Q4	June 17, 2021 – anticipated update to L&C.				
8.	Outreach Activities	Conduct Outreach to Support Capital Projects and Planning Studies	Provide quarterly I-405 and OC Streetcar updates, as well as I-5 South and SR-55, and other projects and studies as appropriate to Board - Q1-Q4	April 26, 2021 - anticipated I-405 and OC Streetcar updates to Board. January 11, 2021 - I-405 update to Board; January 25, 2021 - OC Streetcar update to Board; February 8, 2021 - South County Multimodal Study update to Board; March 8, 2021 - I-5 South update to Board.				
9.	241/91 Express Lanes Connector (ELC)	Provide 241/91 ELC Project Progress	Provide an update on the status of the project with a discussion on the development of the agreements related to the term sheet to Board - Q4					
10.	91 Express Lanes Operating Contract Transition	Implement New Transaction Processing System	Transition to a new contract for the back-office and customer service center systems - Q4					
11.	Crisis Communications	Ensure Agency and Staff Preparedness	Conduct a tabletop exercise for the Crisis Communications team and revise Crisis Communications Plan as appropriate - Q4					

FOURTH QUARTER (Q4) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
12.	Comprehensive Annual Financial Report	Ensure Accountability and Transparency	Obtain an unmodified opinion from the external auditors and provide the annual financial statements to Board - Q4					
13.	Digital Transformation Strategies	Continue Operations Plan	Move all shared work files into the cloud - Q4					
14.	Fare Collection System	Replace OCTA's Fareboxes	Provide a recommendation for a fare collection system to the Board - Q4					
15.	COVID-19 Legislation	Track and Monitor COVID-19-Related Legislation and Regulations	Provide updates to the Board on legislation and regulatory activities regarding COVID-19 - Q2 and Q4	Updates on COVID-19 legislation/policy have been included in reports to the Board, such as the state and federal legislative status reports in January, February, and March 2021 and will likely occur on a monthly basis as the discussion about COVID-19 impacts and related policies continues.				
16.	Federal Compliance Training	Provide Federal Compliance and Oversight Training	Conduct federal compliance training for agency's project managers and subject matter experts - Q4					
17.	Federal Transportation Reauthorization	Monitor Reauthorization Efforts	Report on discussions consistent with legislative platforms to Board - Q4					
18.	Legislative Forums	Communicate Transportation Needs and Challenges	Conduct forums with local delegation representatives and present report to ESC - Q2 and Q4	April 29, 2021 - anticipated to schedule first legislative briefing after individual office briefings, which are currently taking place; update to ESC will depend on schedule.				
19.	Legislative Platforms	Set Legislative Priorities	Present 2022 state and federal legislative platforms to Board - Q4					
20.	Legislative Priorities	Provide End of Session Report	Discuss outcomes of legislative priorities with L&C - Q4					

ON TRACK

COMPLETED

TIMETABLE ADJUSTED

CARRYOVER

FOURTH QUARTER (Q4) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
21.	Subrecipient Compliance Reviews	Identify Compliance Issues and Correct as Needed	Complete compliance reviews for all of OCTA's federal subrecipients - Q4	All ten reviews have been completed with a total of 57 deficiency findings identified; to date, 93 percent of the findings have been corrected with four corrective actions being developed and implemented by OCTA's subrecipient agencies with proactive assistance provided by OCTA staff. This effort is on schedule.				
22.	COVID-19 Task Force (2020 Carryover)	COVID-19 Planning and Response Actions	Track, monitor, and implement policies/plans related to COVID-19. Update Executive Leadership to provide updates to the Board - Q1-Q4	February 8, 2021 - provided update to Board. The COVID-19 Task Force efforts continue and CEO regularly provides updates to the Board. April 12, 2021 - next anticipated update to Board.				
23.	Diversity, Inclusion, Equity and Belonging	Identify, Develop, and Propose Solutions to Help Address Gaps in Current OCTA Employee Programs and Processes (i.e. Recruiting Efforts, Training, and Affirmative Action), and Propose Improvements, Enhancements, and Solutions; and to Support Employees' Voices Throughout the Organization	Develop a process for ensuring diversity in participants of OCTA's learning academies, including completion of Unconscious Bias Training for all OCTA employees - Q4	March 9, 2021 - Unconscious Bias training completed for 178 managers; content has been added to ECA, LDA, and MDA; currently designing work plan for maintenance and service workers and parts clerks. April 6, 2021 - anticipated to begin training for administrative staff.				
24.	Modernizing OCTA's Workforce	Achieve 25 Percent of Administrative Employee Workforce as Remote Workers	Report on strategies to reduce the commute time and VMT for employees in the remote work program to ESC - Q4	April 2021 - anticipated to distribute an updated remote work policy, which will go into effect once all employees can return to the workplace.				
25.	Bus Fleet (40-Foot CNG Bus Procurement)	Ensure Asset Preservation	Receive first article of CNG-powered buses - Q4					

FOURTH QUARTER (Q4) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
26.	iShuttle	Ensure Asset Preservation	Receipt of remaining 11 iShuttle buses - Q4					
27.	OC Streetcar	Ensure Vehicle Delivery	Receive delivery of first OC Streetcar - Q4	No anticipated date as of yet to receive delivery.				
28.	Zero-Emission Battery-Electric Buses	Reduce Emissions in Orange County	Receive first two of ten plug-in battery-electric buses (remaining eight will arrive in 2022) - Q4					
29.	Zero-Emission Bus Pilots	Reduce Emissions in Orange County	Provide progress report to Board on zero-emission bus pilots, including the hydrogen fuel-cell electric buses and plug-in battery-electric buses - Q4					
30.	2022 STIP	Maximize State Funding Opportunities	Present the 2022 STIP proposal to Board for approval - Q4					
31.	Active Transportation Initiatives	Implement Programs in Support of Non-Motorized Transportation	Provide biannual updates on Safe Routes to School, OC Loop, STEP Campaign, and Safety Programs to Board - Q2 and Q4	June 7, 2021 - anticipated to provide first biannual update to RPH; June 14, 2021 - anticipated to provide first biannual update to Board.				
32.	Agency Climate Resiliency and Sustainability Practices	Create a Comprehensive Plan	Using information from the gap analysis, initiate procurement to develop a Climate Resiliency and Sustainability Plan that is consistent with applicable state plans - Q4					
33.	Congestion Management Program (CMP)	Support Regional Mobility by Reducing Traffic Congestion	Present the 2021 CMP Report to Board for adoption - Q4					
34.	Future of High-Capacity Transit (2020 Carryover - Revised)	Seek Direction of Future Transit Options	Present Future of High-Capacity Transit for discussion to Transit Committee - Q4	June 28, 2021 - anticipated to conduct and present Future of High-Capacity Transit (workshop 2 of 2) to Board.				
35.	M2 Environmental Cleanup Program	Fund Water Quality Improvements	Present programming recommendations for Tier 1 Water Quality Projects (Project X) grant awards to Board - Q4					

FOURTH QUARTER (Q4) (Continued)

#	Project/Program	Objective	Milestone	Notes	Q1	Q2	Q3	Q4
36.	M2 Environmental Mitigation Programs	Ensure Comprehensive Freeway Program Mitigation	Present biannual progress reports to Board - Q2 and Q4	January 11, 2021 - progress report (carryover from December 2020) presented to Board. June 2021 - anticipated to present first progress report to Board; December 2021 - anticipated to present second progress report to Board.				
37.	M2 Quarterly Reports	Provide Updates on Progress of M2 Implementation and Fulfill the Requirements of the M2 Ordinance No. 3	Present quarterly reports to the Board - Q1-Q4	June 14, 2021 - anticipated FY 2020-21 Q3 report to Board; September 13, 2021 - anticipated FY 2020-21 Q4 report to Board; December 13, 2021 – anticipated FY 2021-22 Q1 report to Board. January 11, 2021 – FY 2020-21 Q1 report presented to Board; March 8, 2021 - FY 2020-21 Q2 report presented to Board.				
38.	Regional Planning Activities	Highlight Transportation Planning Activities	Present biannual reports on activities underway that impact OCTA and the Southern California Region to Board - Q2 and Q4	May 2021 - anticipated to present first biannual report to Board; November 2021 - anticipated to present second biannual report to Board.				
39.	SB 743 (Chapter 386, Statutes of 2013) Compliance	Support SB 743 Requirements	Monitor and incorporate applicable SB 743 measures in planning processes and provide update to ESC - Q4					
40.	Signal Synchronization Technology	Future Proof Infrastructure	Provide biannual updates on signal synchronization projects (Project P) - Q2 and Q4	No anticipated date as of yet to provide first biannual update.				

Acronyms

APTA - American Public Transportation Association	NTP - Notice to Proceed
Board - Board of Directors	OCTA - Orange County Transportation Authority
CEO - Chief Executive Officer	PA/ED - Project Approval/Environmental Document
CNG - Compressed Natural Gas	RCTC - Riverside County Transportation Commission
COVID-19 - Coronavirus	RCP - Regional Capacity Program
ESC - Executive Steering Committee	RFP - Request for Proposals
F&A - Finance and Administration Committee	RPH - Regional Planning and Highways Committee
FEMA - Federal Emergency Management Agency	RTSSP - Regional Transportation Signal Synchronization Program
FY - Fiscal Year	SR-55 - State Route 55
I-5 - Interstate 5	SR-73 - State Route 73
I-405 - Interstate 405	SR-91 - State Route 91
L&C - Legislative and Communications Committee	STEP - Safe Travels Education Program
LRTP - Long-Range Transportation Plan	STIP - State Transportation Improvement Program
M2 - Measure M2	TIFIA - Transportation Infrastructure Finance and Innovation Act
NOP - Notice of Preparation	VMT - Vehicle Miles Traveled



May 10, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Orange County Transportation Authority Fiscal Year 2021-22 Budget Workshop

Overview

The Orange County Transportation Authority is underway with the development of the fiscal year 2021-22 budget, which identifies available revenues and costs associated with providing transportation services and programs for Orange County. The proposed budget will be reviewed in detail during a two-hour informal workshop following the May 10, 2021, Orange County Transportation Authority Board of Directors meeting.

Recommendation

Receive and file as an information item.

Discussion

The preparation of the Orange County Transportation Authority's (OCTA) annual budget began in December 2020 with the development of initial revenue projections, a service plan, and program goals and objectives for the upcoming fiscal year (FY). While the budget assumes continued economic recovery from the coronavirus (COVID-19) pandemic, some uncertainty remains. Through sound financial planning, OCTA is in a strong position to propose a budget that has the flexibility to adapt to increased demand for services and programs. The service plan, program goals, and objectives included in the budget are in accordance with those of the Board of Directors (Board) and Chief Executive Officer (CEO).

Each division developed and submitted its budget requests in January, which were subject to successive internal reviews. The proposed budget was reviewed by a CEO-appointed internal budget review committee, consisting of the Deputy CEO, Chief Financial Officer, and Executive Director of Human Resources and Organizational Development, to ensure a balanced and fiscally responsible budget is delivered consistent with the Board's goals, CEO's goals, OCTA

Strategic Plan, Comprehensive Business Plan, and the 2020 Next 10 Delivery Plan.

The development of the FY 2021-22 proposed budget was based on a series of programmatic assumptions that were presented to the Finance and Administration (F&A) Committee on March 24, 2021, and the OCTA Board on April 12, 2021. The presentation covered the guiding principles and assumptions used to develop the budget for OCTA's major programs including: Measure M2 (M2), bus, commuter rail, motorist services, and 91 Express Lanes.

In FY 2021-22, the growth rate for the M2 Program half-cent Local Transportation Authority sales tax revenue is forecasted to be 3.6 percent. The growth rate for the bus program quarter-cent Local Transportation Fund sales tax revenue is forecasted to be 3.2 percent. These growth rates were provided by MuniServices, LLC forecasts based on the board approved sales tax forecasting methodology.

The FY 2021-22 proposed budget represents a balanced plan of sources and uses of funds. Sources of funds include new revenues received within the year, as well as planned uses of prior year designations. Planned uses of prior year designations are funds set aside (designated) in prior FYs to be utilized in the current FY. The uses of these funds are planned and do not represent a utilization of funds as a result of deficit spending. Expenditures include current year expenditures, as well as funds designated in the current FY to be used in a future FY.

The combination of estimated revenues and planned uses of prior year designations produces available funding of \$1,263.2 million, while proposed expenditures and designations yield a total use of funds of \$1,263.2 million. On a year-over-year comparison to the amended FY 2020-21 budget, the FY 2021-22 proposed budget is 18.5 percent, or \$285.9 million, less than the FY 2020-21 amended budget.

Under the M2 Program, sales tax revenues are anticipated to begin recovering from the impacts of COVID-19 and there is financial capacity within the program to continue to improve freeways, streets and roads throughout Orange County, as well as fund multiple transit programs. Included in the proposed budget is \$398 million to help fund freeway improvement projects on State Route 55, Interstate 405, Interstate 5, State Route 57, and State Route 91. Approximately \$141.5 million is budgeted to improve streets and roads, including \$54 million to fund the Local Fair Share Program, \$44.1 million for the Regional Capacity Program, and \$43.4 million for regional traffic signal synchronization. In addition,

the budget also includes \$63.1 million for M2 transit, including \$34.9 million for ongoing construction of the OC Streetcar.

With the help of the federal supplemental funding due to COVID-19, the FY 2021-22 budget assumes fixed-route service levels have the flexibility to increase by over 20 percent based on demand and public health considerations. Up to 1.45 million service hours will be budgeted with approximately 60 percent of the hours directly operated by OCTA and approximately 40 percent of the hours provided by OCTA's contractor. Paratransit service trips are anticipated to increase from current levels of 447,000 to 980,000. The large increase in paratransit trips is the result of anticipated stabilization and recovery of ridership following the dramatic trip declines of 80 percent due to the COVID-19 pandemic. In addition, OC Flex service will continue at 58,000 service hours.

The federal supplemental funding due to COVID-19 will also provide OCTA with the ability to continue OCTA's Metrolink subsidy contribution to accommodate current service levels. The budget assumes a total of 41 weekday trips and 16 weekend trips for Metrolink service within Orange County.

The 91 Express Lanes is recovering from traffic declines due to COVID-19 and anticipates traffic volumes will increase by over 28 percent when compared to the FY 2020-21 budget.

Staff will present the FY 2021-22 budget in detail in an informal workshop setting on May 10, 2021. The presentation will include a discussion of program goals and objectives, proposed staffing plan, and the sources and uses of funds planned to meet specified program goals. The presentation will be solely informational for the Board. No public hearing will be held at the meeting, nor will the Board be asked to vote on the budget at the meeting. A public hearing for the budget is scheduled to occur at the June 14, 2021, Board meeting, after which staff anticipates seeking Board approval of the budget.

Summary

Staff will conduct a budget workshop for the OCTA Board at the May 10, 2021, Board meeting. The presentation will be solely informational for the Board. No public hearing will be held at the meeting, nor will the Board be asked to vote on the budget at the meeting. A public hearing for the budget is scheduled to occur at the June 14, 2021, Board meeting, after which staff anticipates seeking Board approval of the budget.

Attachment

- A. Fiscal Year 2021-22 Budget Workshop

Prepared by:



Victor Velasquez
Department Manager,
Financial Planning and Analysis
(714) 560-5592

Approved by:



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



Fiscal Year 2021-22 Budget Workshop



ATTACHMENT A

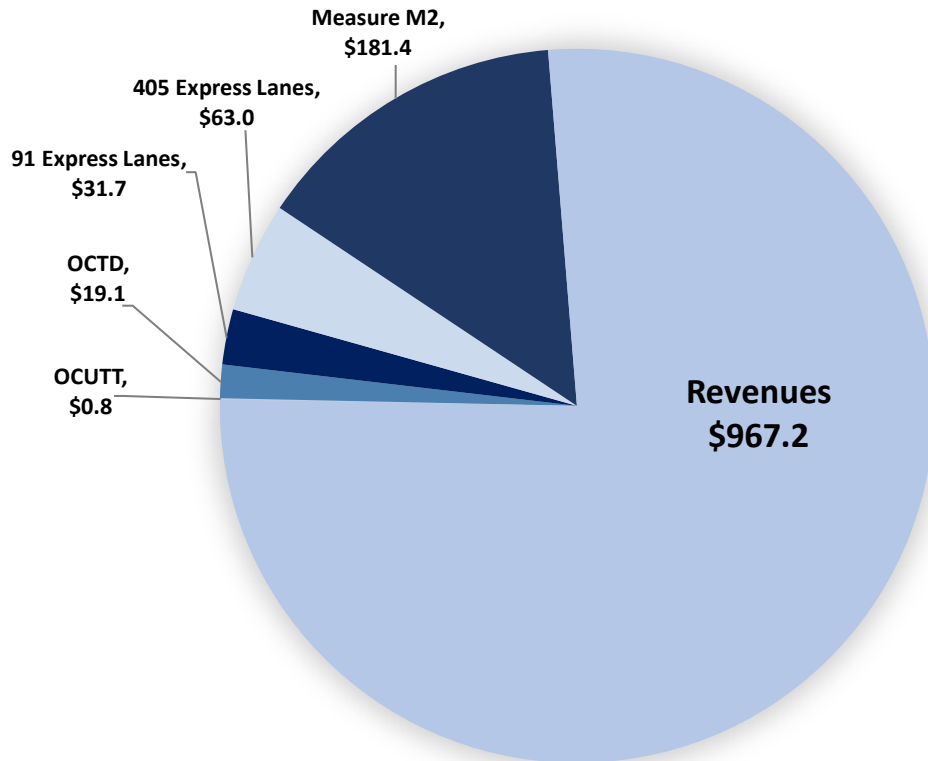
Budget Themes

- Emerging from the pandemic: Conservative fiscal planning and decisive action allow for uninterrupted delivery of balanced and sustainable transportation
- Consistent with the Board-approved FY 2020-21 Comprehensive Business Plan
- Federal supplemental funding to support ongoing transit programs
- Measure M2 budget consistent with the Board-approved 2020 Next 10 Delivery Plan
- 91 Express Lanes anticipated to increase from 10.9 million to 14 million trips
- Use of reserves per Board-approved reserve policy
 - No unplanned use of reserves

Budget Overview

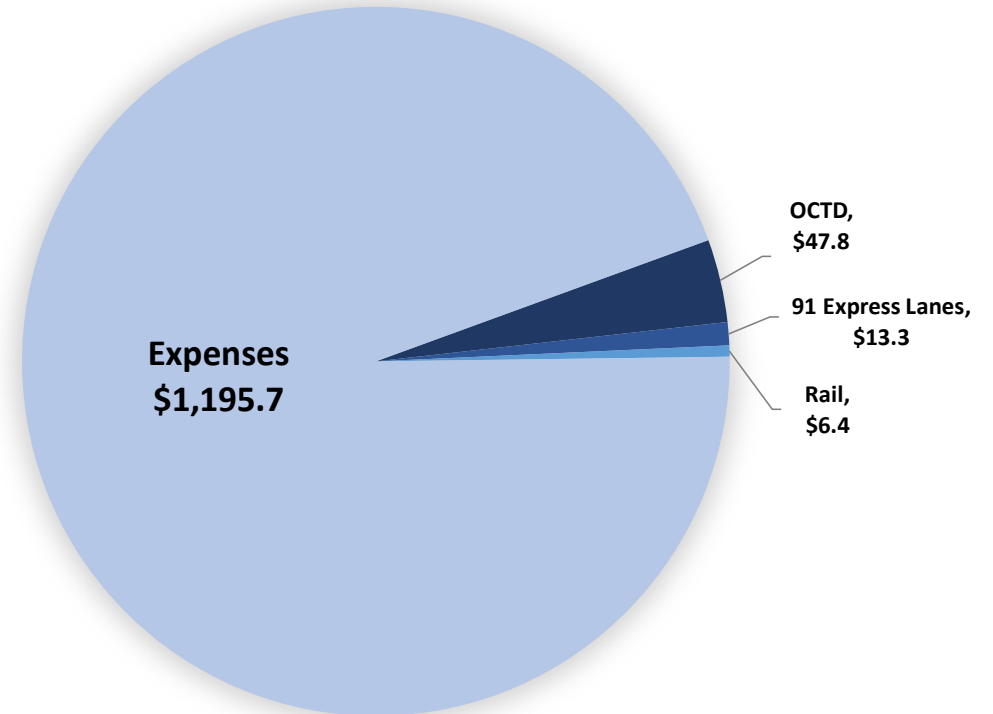
Use of Prior Year
Designations
\$296.0 million

Source of Funds
\$1,263.2 million



Use of Funds
\$1,263.2 million

Designations
\$67.5 million



Planned Use of Prior Year Designations

In Millions		FY 2020-21	FY 2021-22
Fund	Program	Amended Budget	Proposed Budget
Local Transportation Authority Measure M2	<i>Freeways, Streets & Roads, and M2 Transit</i>	\$ 393.4	\$ 181.4
405 Express Lanes	<i>Freeways</i>	99.1	63.0
91 Express Lanes	<i>Freeways and Rail Capital</i>	53.4	31.7
Orange County Transit District	<i>Bus Capital</i>	7.7	19.1
Orange County Unified Transportation Trust	<i>Studies</i>	0.8	0.8
Commuter Rail	<i>Rail Capital</i>	18.9	-
General Fund	<i>Measure M1</i>	2.4	-
Total Use of Prior Year Designations		\$ 575.7	\$ 296.0

Budget Sources & Uses

In Millions	FY 2020-21	FY 2021-22	Change	Change
Sources	Amended Budget	Proposed Budget	\$	%
Revenues	\$ 973.4	\$ 967.2	\$ (6.2)	-0.6%
Use of Prior Year Designations	575.7	296.0	(279.7)	-48.6%
Total Revenue / Use of Designations	\$ 1,549.1	\$ 1,263.2	\$ (285.9)	-18.5%
Uses				
Salaries and Benefits	\$ 169.0	\$ 174.1	\$ 5.1	3.0%
LOSSAN Salaries and Benefits	3.2	3.8	0.6	18.8%
Services and Supplies	393.3	368.9	(24.4)	-6.2%
Contributions to Other Agencies	173.1	167.1	(6.0)	-3.5%
Interest/Debt Service	66.2	65.7	(0.5)	-0.8%
Capital	685.5	416.1	(269.4)	-39.3%
Designations	58.8	67.5	8.7	14.8%
Total Expenditures / Designations	\$ 1,549.1	\$ 1,263.2	\$ (285.9)	-18.5%

Revenues

In Millions Sources	FY 2020-21 Amended Budget	FY 2021-22 Proposed Budget	Change \$	Change %
M2 Local Transportation Authority 1/2 Cent Sales Tax	\$282.9	\$313.0	\$30.1	10.6%
Federal Grants	315.6	207.8	(107.8)	-34.2%
Local Transportation Fund 1/4 Cent Sales Tax	145.8	162.6	16.8	11.5%
State Grants	40.7	52.0	11.3	27.8%
91 Express Lanes (Toll and Non-Toll)	35.0	46.1	11.1	31.7%
Federal Supplemental Revenue	36.3	39.0	2.7	7.4%
Interest	24.2	26.6	2.4	9.9%
Passenger Fares	19.5	26.1	6.6	33.8%
Road Repair and Accountability Act (Senate Bill 1)	6.2	21.5	15.3	246.8%
Road Repair and Accountability Act - State Transit (Senate Bill 1)	17.8	19.9	2.1	11.8%
Property Tax	17.0	17.4	0.4	2.4%
State Transit Assistance	12.3	16.5	4.2	34.1%
Other	17.1	15.7	(1.4)	-8.2%
Advertising	3.0	3.0	-	0.0%
Subtotal Sources	\$ 973.4	\$ 967.2	\$ (6.2)	-0.6%
Use of Prior Year Designations	575.7	296.0	(279.7)	-48.6%
Total Revenues / Use of Designations	\$ 1,549.1	\$ 1,263.2	\$ (285.9)	-18.5%

Sales Tax Summary

In Millions

Sales Tax

		LTA		LTF
FY 2020-21 Budget	\$	292.0	\$	145.8
FY 2020-21 Year-End Estimate		302.2		157.6
FY 2020-21 Estimated Overrun	\$	10.2	\$	11.8
FY 2021-22 Sales Tax Growth Rate		3.6%		3.2%
FY 2021-22 Budget	\$	313.0	\$	162.6

Expenditures

In Millions Uses	FY 2020-21 Amended Budget	FY 2021-22 Proposed Budget	Change \$	Change %
Salaries and Benefits	\$ 172.2	\$ 177.9	\$ 5.7	3.3%
OCTA Salaries and Benefits	169.0	174.1	5.1	3.0%
LOSSAN Salaries and Benefits	3.2	3.8	0.6	18.8%
Services and Supplies	\$ 393.3	\$ 368.9	\$ (24.4)	-6.2%
Professional and Outside Services	266.8	220.5	(46.3)	-17.4%
Contract Transportation Services	86.9	97.7	10.8	12.4%
Maintenance Parts & Fuel	14.0	20.2	6.2	44.3%
General & Administration	14.0	17.9	3.9	27.9%
Insurance Claims/Premiums	11.6	12.6	1.0	8.6%
Contributions to Other Agencies	\$ 173.1	\$ 167.1	\$ (6.0)	-3.5%
Contributions to Other Agencies	69.8	69.4	(0.4)	-0.6%
Measure M2 Local Fair Share	48.3	53.7	5.4	11.2%
Measure M2 Regional Capacity	55.0	44.0	(11.0)	-20.0%
Interest / Debt Service	\$ 66.2	\$ 65.7	\$ (0.5)	-0.8%
Interest Expense	51.7	50.5	(1.2)	-2.3%
Long-Term Debt Principal Payments	14.5	15.2	0.7	4.8%
Capital	\$ 685.5	\$ 416.1	\$ (269.4)	-39.3%
Subtotal Uses	\$ 1,490.3	\$ 1,195.7	\$ (294.6)	-19.8%
Designations	58.8	67.5	8.7	14.8%
Total Expenditures / Designations	\$ 1,549.1	\$ 1,263.2	\$ (285.9)	-18.5%

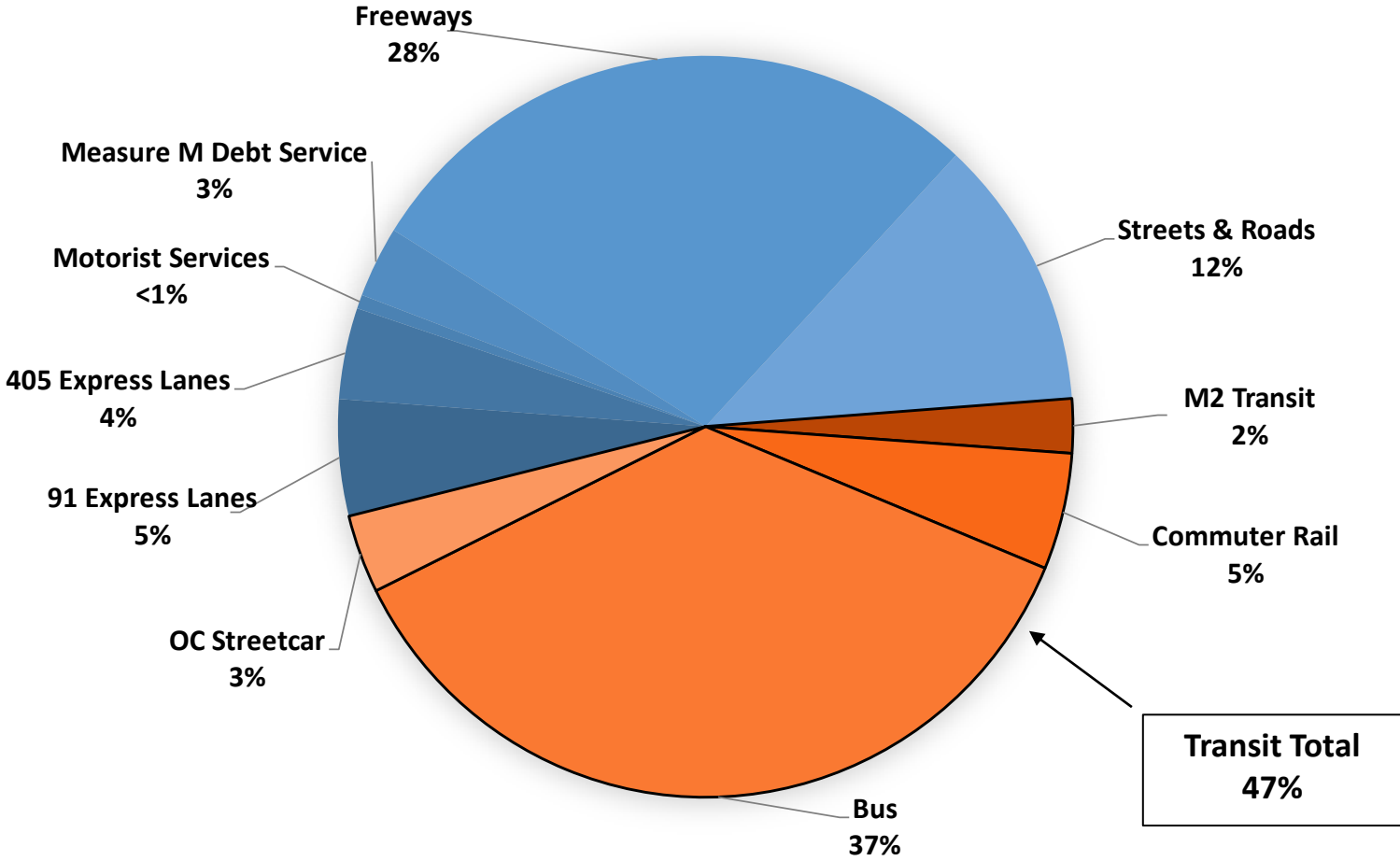
Key Expenditures by Fund

Measure M2	SR-55, I-405 to I-5 (Project F)	\$ 117,283,919	Right-of-way capital, utilities, and support services
	I-405, SR-73 to I-605 (Project K)	\$ 98,021,750	Right-of-way capital, utilities, and project management consultant services
	I-5, SR-73 to El Toro Road (Project C)	\$ 85,775,292	Construction capital, right-of-way capital, and construction management services
	Local Fair Share (Project Q)	\$ 54,007,213	18 percent of M2 net revenues to local agencies for streets and roads
	Regional Capacity Program (Project O)	\$ 44,142,800	Competitive funding for local agency streets and roads projects
	Regional Traffic Signal Synchronization (Project P)	\$ 43,387,362	Signal synchronization projects to be implemented along OC Corridors
	I-5, I-405 to SR-55 (Project B)	\$ 15,632,000	Engineering services
	Community-Based Transit Circulator (Project V)	\$ 12,820,949	M2 Project V payments and community transit circulators
	Clean-up Highway/Street Runoff (Project X)	\$ 11,611,400	Payments for M2 environmental cleanup program projects
	SR-57, Orangewood Ave. to Katella Ave. (Project G)	\$ 7,355,000	Design services and project study
	SR-91, SR-241 to SR-71 (Project J)	\$ 6,233,779	OCTA contribution to Riverside County Transportation Commission (RCTC) for design and construction
	Senior Mobility and Non-Emergency Medical Programs (Project U)	\$ 6,185,865	Senior Non-Emergency Medical Transportation and Senior Mobility Program for local agencies
	Freeway Environmental Mitigation	\$ 5,852,160	M2 mitigation program endowment, property acquisition, and restoration projects
	LTA - California Department of Tax and Fee Administration (CDTFA)	\$ 3,656,702	Local Transportation Authority (LTA) CDTFA fees for the collection and distribution of the local sales tax (1.1%)
	SR-91, SR-55 to SR-57 (Project I)	\$ 3,432,500	Design services and right-of-way support
Safe Transit Stops (Project W)	\$ 2,005,000	Enhancements for lighting, information systems, and easier access to transit stops	
405 Express Lanes	405 Express Lanes	\$ 59,729,187	Back office system implementation, right-of-way capital and utilities, and TIFIA loan interest
OC Streetcar	OC Streetcar	\$ 50,175,923	Construction, construction management, and right-of-way utilities
91 Express Lanes	91 Express Lanes	\$ 40,008,385	Annual operating, debt repayment, and roadway operations contractor
Measure M2 Debt	Tax-Exempt Bonds	\$ 43,826,400	Interest and principal payment for Measure M2 bonds
Commuter Rail	Placentia Metrolink Rail Station	\$ 27,451,000	Construction, construction management, and design services
	Orange County Maintenance Facility	\$ 19,140,000	Preliminary design and environmental support
	Irvine Station Improvements	\$ 5,727,000	Design and environmental support services
	Anaheim Canyon Metrolink Station	\$ 3,651,000	Construction, construction management, and design revisions
	Rail Transit Police Services	\$ 2,811,928	Orange County Sheriff's contract for railroad transit police services
	OCTA Rail Support Services	\$ 2,557,764	Rail right-of-way maintenance services and outreach
	San Juan Creek Bridge Replacement	\$ 2,180,000	Right-of-way acquisition, utility, and support services
	Rail Project Support (Project R)	\$ 2,156,000	M2 rail programs project management support
	Laguna Niguel to San Juan Capistrano Passing Siding	\$ 1,760,000	Construction, construction management, and SCRRRA cooperative agreement for construction support
Serra Siding Project	\$ 1,252,000	Right-of-way, legal, and utility relocation services	

Key Expenditures by Fund (Continued)

Internal Service Funds	Workers' Compensation	\$ 7,900,000	Claims expense and liability insurance related to workers' compensation
	Personal Liability and Property Damage Legal, Insurance, and Claims	\$ 5,851,102	Legal fees, liability and property insurance, and broker services
OCTD	Paratransit Services	\$ 42,131,396	Americans with Disabilities Act (ADA) ACCESS service and ADA supplemental taxi services
	Contracted Fixed-Route Services	\$ 39,500,270	Contracted fixed-route fixed and variable costs
	Near Zero Engine Repower	\$ 12,661,960	Engine repower for 40' and 60' OCTA buses
	Fuels	\$ 12,506,596	Compressed natural gas (CNG), gasoline, and hydrogen fuel costs
	Transit Security Sheriff Services	\$ 7,868,411	Orange County Sheriff's transit police services
	Maintenance Parts	\$ 5,635,936	Maintenance parts for buses
	Bus Base and Transit Center Projects	\$ 5,563,400	Facility maintenance and upgrades at bus bases and transit centers
	Contracted Special Agency Services	\$ 4,223,771	OCTA subsidy of transportation services provided by agencies for senior and disabled passengers
	LTF - External Contributions	\$ 2,247,744	Southern California Association of Governments (SCAG) and Laguna Beach Municipal Transit Lines
	Transit Technology and Communications	\$ 2,240,999	On-board video surveillance system administration and Integrated transportation management system services
	Utilities	\$ 2,215,402	Gas, electric, water, and waste management for all OCTA owned locations
	CNG Equipment Operations & Maintenance	\$ 2,125,277	Operations and maintenance of compressed natural gas (CNG) equipment at all bases
	LTF - California Department of Tax and Fee Administration (CDTFA)	\$ 1,769,403	Local Transportation Fund (LTF) CDTFA fees for the collection and distribution of the local sales tax (1.3%)
	Tires	\$ 1,582,985	Tire replacement and leasing for OCTA owned fleet
	iShuttle Operations (Project R)	\$ 1,403,993	Contribution to the Irvine iShuttle service as part of funding exchange
	OCTA Vocational Visions Transportation Program	\$ 1,399,209	Program to provide persons with disabilities access to employment programs
Customer Information Center	\$ 1,060,880	Operating costs for call center to provide information on OCTA's bus program	
General Fund	Technical Infrastructure and Business Systems Support	\$ 15,102,737	Software and hardware acquisition, maintenance, and licensing
	Transportation Planning and Studies	\$ 4,744,000	Regional mobility studies and climate resiliency and sustainability plan
	Bicycle and Pedestrian Facilities	\$ 3,878,460	OCTA awards to local agencies for bicycle and pedestrian facilities
Motorist Services	Motorist Services	\$ 8,526,758	Freeway Service Patrol (FSP) tow service, 511 program, and call box maintenance
ARBA	Additional Retiree Benefit Account (ARBA) Payments	\$ 1,446,346	ARBA benefit payment
		\$ 973,417,315	These items represent 81 percent of the proposed budget expenditures

Total Budget by Program



Freeways Summary

In Millions

Freeways

**FY 2021-22
Proposed
Budget**

SR-55, I-405 to I-5 (Project F)	\$ 117.3
I-405, SR-73 to I-605 (Project K)	98.0
I-5, SR-73 to El Toro Road (Project C)	85.8
I-405 Express Lanes	63.0
I-5, I-405 to SR-55 (Project B)	15.6
SR-57, Orangewood Ave. to Katella Ave. (Project G)	7.4
SR-91, SR-241 to SR-71 (Project J)	6.2
SR-91, SR-55 to SR-57 (Project I)	3.4
I-605, Katella Ave. Interchange (Project M)	0.8
I-5, Avenida Pico to Orange County Line	0.4
I-5, El Toro Road Interchange (Project D)	0.1
Total	\$ 398.0

Streets & Roads Summary

**FY 2021-22
Proposed
Budget**

In Millions

Streets & Roads

Local Fair Share (Project Q)	\$	54.0
Regional Capacity Program (Project O)		44.1
Regional Traffic Signal Synchronization (Project P)		43.4
Total	\$	141.5

91 Express Lanes Sources & Uses

In Thousands

	FY 2020-21 Amended Budget	FY 2021-22 Proposed Budget	Change \$	Change %
Sources				
Toll Revenue	\$ 32.7	\$ 42.3	\$ 9.6	29.4%
Non-Toll Revenue	2.3	3.9	1.6	69.0%
Interest Income	1.5	1.7	0.2	13.6%
Reimbursement from Other Agencies	1.3	0.7	(0.6)	-48.0%
Use of Prior Year Designations	53.4	31.7	(21.7)	-40.6%
Total Revenue / Use of Designations	\$ 91.1	\$ 80.3	\$ (10.8)	-11.8%

Uses

Tollroad Management Contract	\$ 7.2	\$ 7.7	\$ 0.5	6.9%
Professional Services	10.5	11.7	1.2	11.4%
Leases & Other Office Expenses	0.8	1.2	0.4	48.5%
Debt & Interest Expense	10.8	10.8	-	0.0%
Insurance Claims/Premiums	0.8	0.8	-	0.0%
Overhead Allocation	3.1	3.1	-	0.0%
Capital	9.1	7.8	(1.3)	-14.2%
Contributions to Capital Improvements	41.7	23.9	(17.8)	-42.7%
Designations	6.9	13.3	6.4	92.9%
Total Expenditures / Designations	\$ 91.1	\$ 80.3	\$ (10.8)	-11.8%

Transit Assumptions

- Bus Program

- Higher level of fixed-route service hours can be supported
- Increased ridership for fixed-route and paratransit services
- Improved farebox recovery
- Subsidy per boarding will remain much higher than pre-pandemic

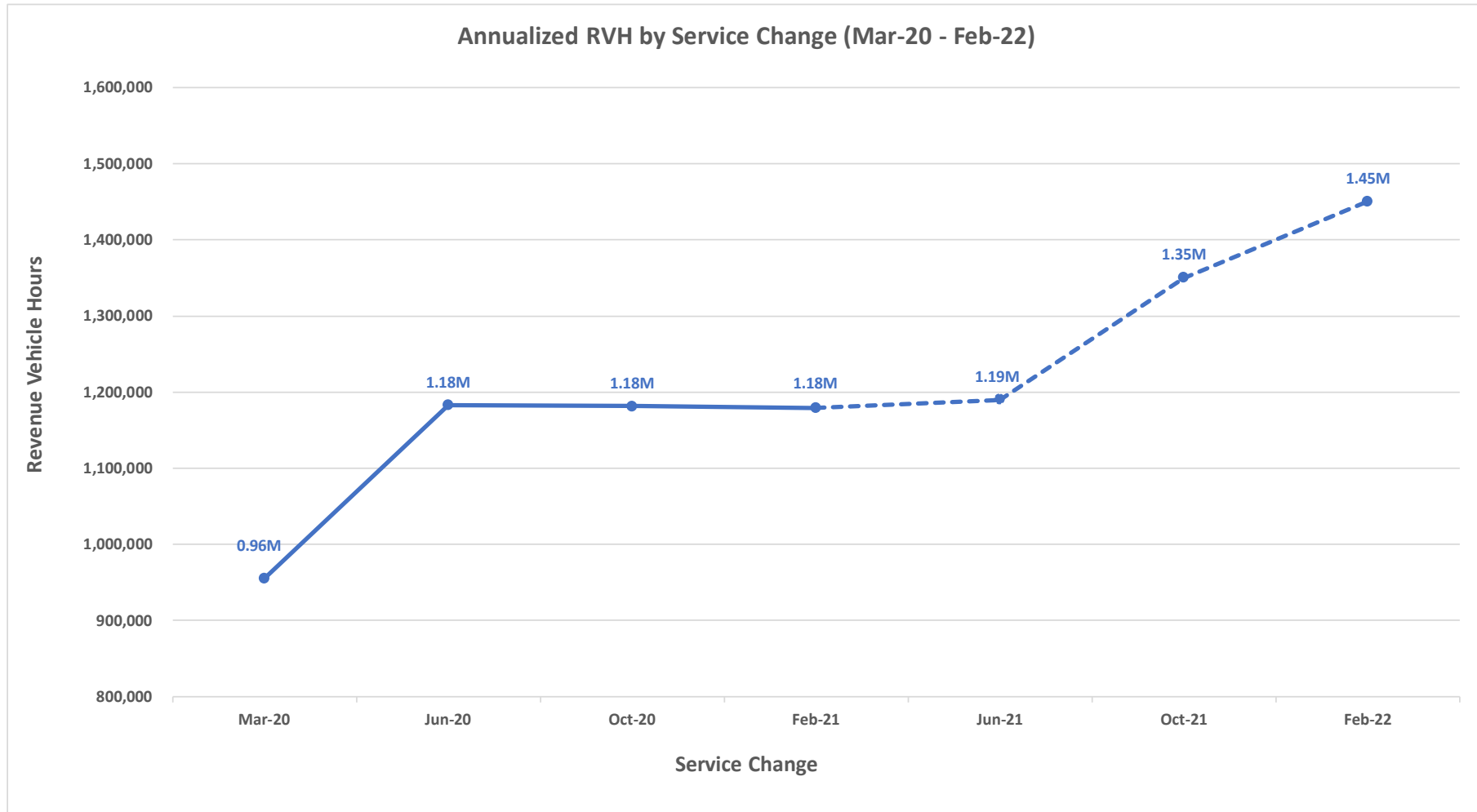
- Rail Program

- Metrolink service levels will remain the same
- Metrolink operating subsidy will be paid through CARES Act funding
- Advances OC Streetcar construction, vehicle delivery, and operations and maintenance contract

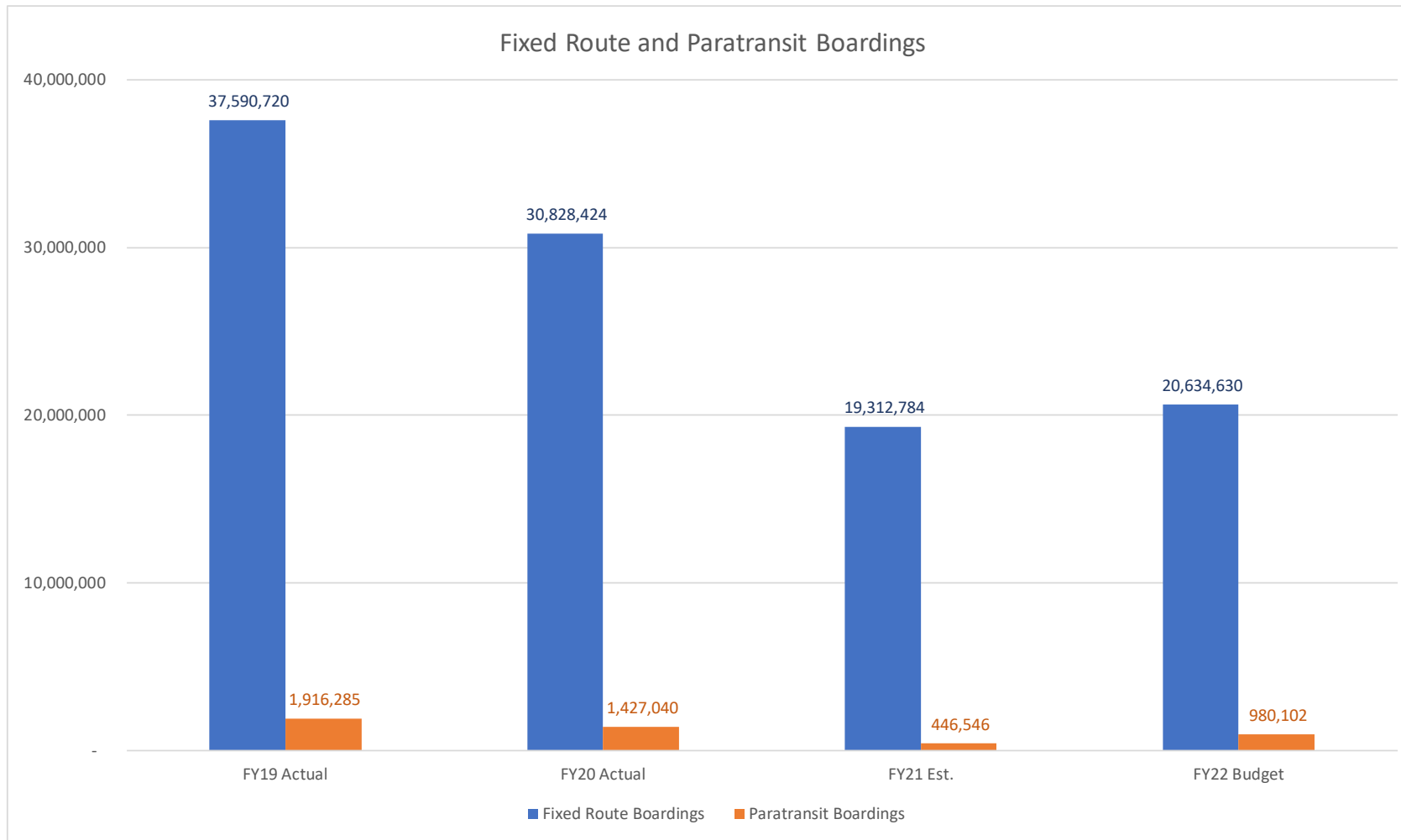
Bus Operations Service Assumptions

- Fixed-route service
 - Can support up to 1.45 million service hours
 - Flexibility to increase from the current level of 1.2 million based on demand and public health considerations
- Paratransit service
 - Total trips are forecasted at 980 thousand
 - Trips comprised of ACCESS primary and supplemental service, same-day taxi service, and special agency service
- Microtransit service
 - OC Flex service hours are estimated 58 thousand

Bus Operations Service Levels



Bus Operations Boardings



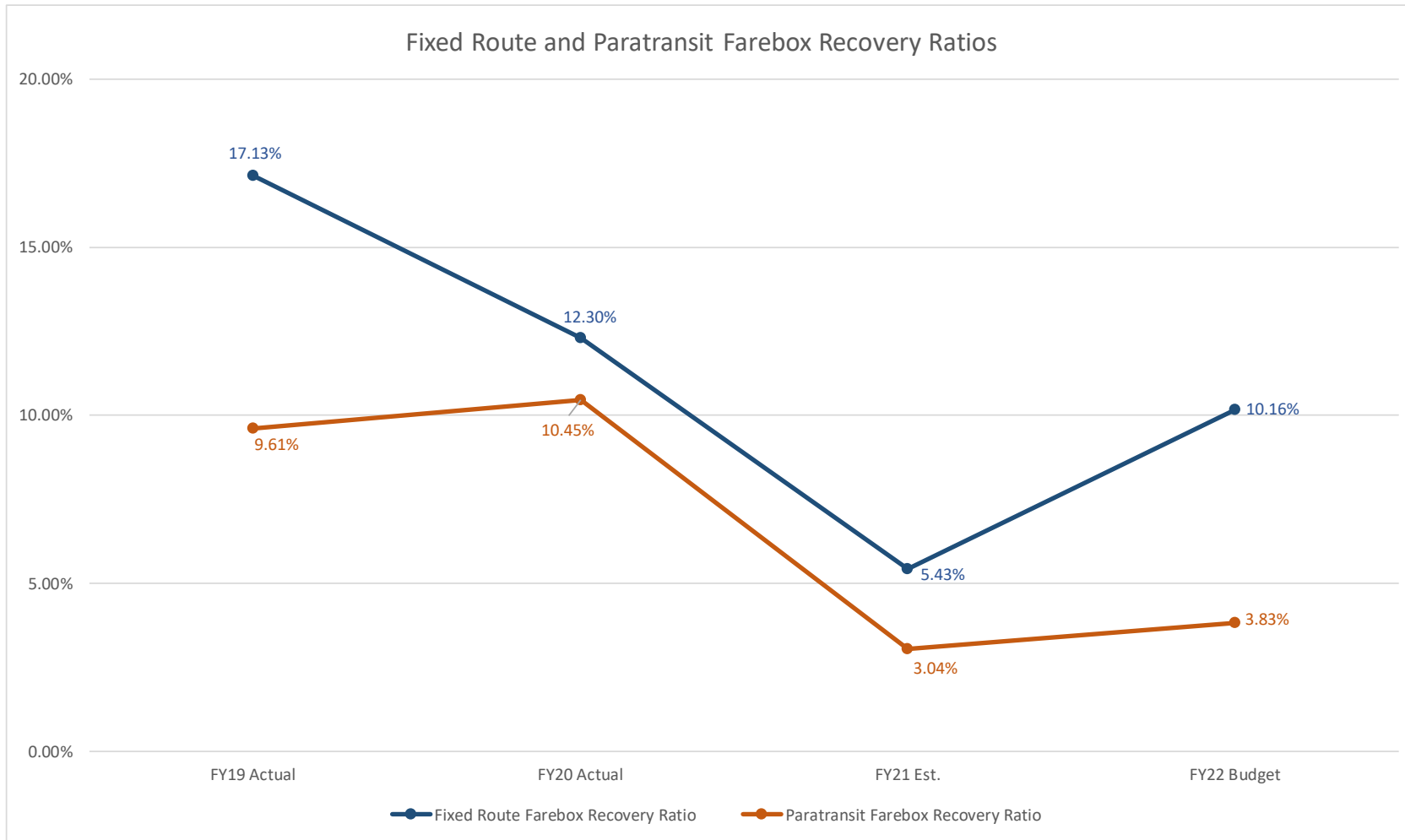
Cost Summary

FY 2021-22 Proposed Budget

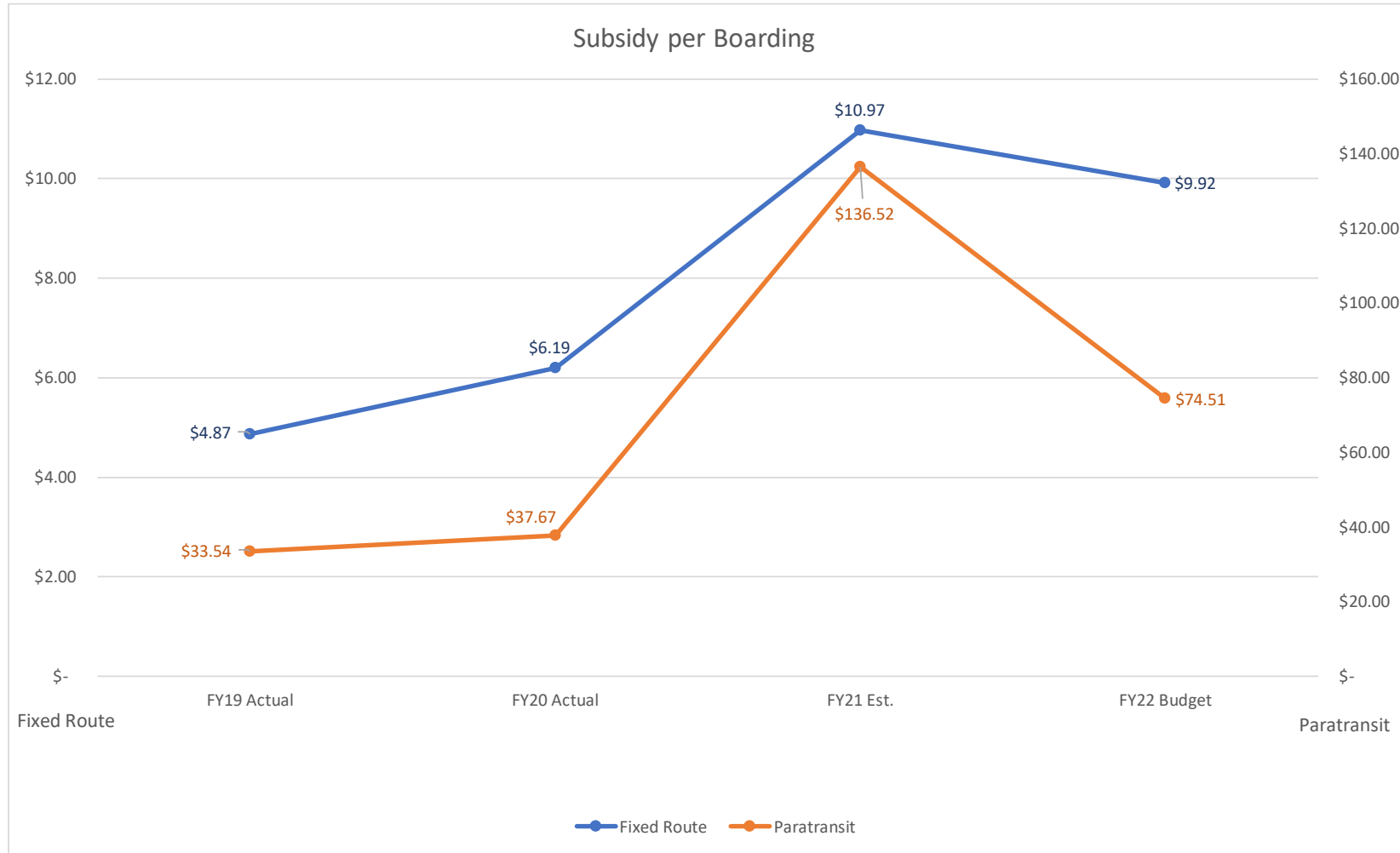
	Performance Indicators	Directly Operated Fixed-Route	Contracted Fixed-Route	ACCESS	ADA Taxi Service	Same Day Taxi Service	Special Agency Services	Flex	System Total
Service Provided	Vehicle Hours (VH)	932,454	542,041	511,356					1,985,852
	Vehicle Miles (VM)	11,412,714	7,254,277	7,209,057					25,876,049
	Revenue Hours (RVH)	860,616	492,742	422,440				13,974	1,789,772
	Revenue Miles (RVM)	9,771,629	6,027,561	5,877,724					21,676,915
Passenger Usage	Boardings	15,400,226	5,234,404	406,307	167,184	149,778	256,833	23,730	21,638,462
	Boardings per VH	16.52	9.66	0.79					10.90
	Boardings per VM	1.35	0.72	0.06					0.84
	Boardings per RVH	17.89	10.62	0.96					12.09
	Boardings per RVM	1.58	0.87	0.07					1.00
Operating Costs	Costs	\$151,857,096	\$76,048,575	\$55,881,990	\$10,635,162	\$2,697,088	\$6,716,290	\$1,663,931	\$305,500,132
	Cost per VH	\$162.86	\$140.30	\$109.28					\$153.84
	Cost per VM	\$13.31	\$10.48	\$7.75					\$11.81
	Cost per RVH	\$176.45	\$154.34	\$132.28				\$119.08	\$170.69
	Cost per RVM	\$15.54	\$12.62	\$9.51					\$14.09
	Cost per Boarding	\$9.86	\$14.53	\$137.54	\$63.61	\$18.01	\$26.15	\$70.12	\$14.12
Fare Revenues	Revenue	\$16,594,651	\$6,571,874	\$2,224,876	\$681,319			\$42,064	\$26,114,784
	Revenue per VH	\$17.80	\$12.12	\$5.15					\$13.15
	Revenue per VM	\$1.45	\$0.91	\$0.37					\$1.01
	Revenue per RVH	\$19.28	\$13.34	\$6.23				\$3.01	\$14.59
	Revenue per RVM	\$1.70	\$1.09	\$0.45					\$1.20
	Revenue per Boarding	\$1.08	\$1.26	\$5.48				\$1.77	\$1.21
Subsidy	Subsidy per Boarding	\$8.78	\$13.27	\$132.06				\$68.35	\$11.70
Farebox Recovery Ratio		10.93%	8.64%	3.98%					8.55%
Farebox Recovery Ratio (Per Senate Bill 508: Revisions to the Transportation Development Act)									15.22%

* All paratransit boardings are reported in terms of trips.

Bus Operations Farebox Recovery Ratio



Bus Operations Subsidy per Boarding



OCTD Sources & Uses

In Millions	FY 2020-21	FY 2021-22	Change	Change
Sources	Amended	Proposed	\$	%
	Budget	Budget		
Local Transportation Fund Sales Tax	\$ 138.8	\$ 154.9	\$ 16.1	11.6%
Federal Operating Assistance Grants	72.0	62.0	(10.0)	-13.9%
Federal Supplemental Funding	36.3	34.7	(1.6)	-4.4%
Passenger Fares	17.9	26.1	8.2	45.8%
Road Repair and Accountability Act (Senate Bill 1)	22.1	20.1	(2.0)	-9.0%
Property Taxes	17.0	17.3	0.3	1.8%
State Transit Assistance	12.3	16.6	4.3	35.0%
Other OCTD Revenue	9.7	8.2	(1.5)	-15.5%
Interest Income	4.1	7.4	3.3	80.4%
Commuter Rail	5.7	6.1	0.4	7.1%
Federal Capital Assistance Grants	116.1	4.3	(111.8)	-96.3%
Vanpool Revenue	2.5	0.7	(1.8)	-71.0%
Measure M2	0.6	0.6	-	0.0%
Reimbursements from Other Agencies	0.3	0.2	(0.1)	-39.0%
State Grant Assistance	7.0	0.2	(6.8)	-97.0%
Use of Prior Year Designations	7.7	19.1	11.4	147.9%
Total Revenue / Use of Designations	\$ 470.1	\$ 378.5	\$ (91.6)	-19.5%

Uses

Operating Services & Supplies	\$ 123.7	\$ 142.8	\$ 19.1	15.4%
Salary and Benefits	119.2	118.3	(0.9)	-0.8%
Overhead Allocation	46.0	44.9	(1.1)	-2.4%
Bus Capital Projects	130.8	19.1	(111.7)	-85.4%
Special Programs	4.7	3.3	(1.4)	-29.8%
Rail, M2 Transit Extensions and Streets & Roads Programs	2.2	2.3	0.1	4.5%
Designations	43.5	47.8	4.3	9.9%
Total Expenditures / Designations	\$ 470.1	\$ 378.5	\$ (91.6)	-19.5%

Metrolink Assumptions

- Metrolink Primary Operating Expenditures
 - Sustain current service levels of 57 trips
 - Includes 41 weekday and 16 weekend trips
 - Operating subsidy proposed at \$39.2 million
 - Federal supplemental funding of \$44.6 million available to be used towards the operating subsidy
- Metrolink Primary Capital Expenditures
 - Placentia Metrolink Station estimated at \$27.5 million
 - Orange County Maintenance Facility at \$19.1 million

Metrolink Sources & Uses

In Millions Sources	FY 2020-21 Amended Budget	FY 2021-22 Proposed Budget	Change \$	Change %
Measure M2	\$ 30.4	\$ 34.1	\$ 3.7	12.2%
State Assistance	17.7	24.8	7.1	40.1%
91 Express Lanes	-	14.3	14.3	100.0%
Federal Assistance	21.0	5.9	(15.1)	-71.8%
Proceeds Sale of Capital Asset	3.5	4.0	0.5	14.3%
Interest Income	1.5	1.8	0.3	20.7%
Other Commuter Rail Revenue	0.0	1.1	1.1	100.0%
Use of Prior Year Designations	18.9	-	(18.9)	-100.0%
Total Revenue / Use of Designations	\$ 93.0	\$ 86.0	\$ (7.0)	-7.5%

Uses

SCRRA Operating Subsidy	\$ 22.9	\$ -	\$ (22.9)	-100.0%
Rail Operating Expenses	7.3	7.6	0.3	4.1%
Contributions to Operating Services	5.7	6.1	0.4	7.1%
Overhead Allocation	3.4	3.9	0.5	14.6%
Rail Capital Projects	45.3	62.0	16.7	36.9%
Designations	8.4	6.4	(2.0)	-23.7%
Total Expenditures / Designations	\$ 93.0	\$ 86.0	\$ (7.0)	-7.5%

Metrolink Capital Summary

In Millions

Metrolink Capital

**FY 2021-22
Proposed
Budget**

Placentia Metrolink Rail Station	\$ 27.5
Orange County Maintenance Facility	19.1
Irvine Station Improvements	5.7
Anaheim Canyon Metrolink Station	3.7
San Juan Creek Bridge Replacement	2.2
Laguna Niguel to San Juan Capistrano Passing Siding	1.8
Serra Siding Project	1.2
Slope Stabilization	0.4
Miscellaneous Metrolink Rail Station Improvements	0.3
Signal Respacing and Control Point	0.1
Total	\$ 62.0

SAFE Assumptions

- Freeway Service Patrol
 - Tow service operating budget of \$7.2 million is consistent with the current year
- Call Box Program
 - Proposed budget of \$511 thousand is a decrease of \$287 thousand
 - The decrease is due to the call box radio upgrade project, taking place in the current year
- 511 Program
 - Proposed budget of \$348 thousand is an increase of \$261 thousand
 - The increase is due to the planned requirement for OCTA to contribute to cost sharing of the Motorist Assistance and Traveler Information System (MATIS)

Staffing Levels

OCTA Staffing	FY 2020-21 Full-time Equivalent	FY 2021-22 Full-time Equivalent	FY 2021-22 New Hires	FY 2021-22 Reductions	Difference
Administrative	498.5	504.0	6.0	(0.5)	5.5
Union	834.0	791.0	1.0	(44.0)	(43.0)
Coach Operators	634.0	600.0	-	(34.0)	(34.0)
Maintenance	163.0	153.0	-	(10.0)	(10.0)
Facility Technicians and Parts Clerks	37.0	38.0	1.0	-	1.0
OCTA Positions	1,332.5	1,295.0	7.0	(44.5)	(37.5)
LOSSAN	18.0	18.0	-	-	-
Total Authority Positions	1,350.5	1,313.0	7.0	(44.5)	(37.5)

Employee Compensation Assumptions

- Employees Subject to Collective Bargaining Agreement
 - Coach Operators (600 employees)
 - Collective bargaining agreement effective through April 30, 2021 (Negotiation in progress)
 - Maintenance (153 employees)
 - Collective bargaining agreement effective through September 30, 2022
 - Facilities technicians and parts clerks (38 employees)
 - Collective bargaining agreement effective through March 31, 2021 (Negotiation in progress)
- Administrative Employees (504 + 18 LOSSAN employees)
 - Employees are not represented
 - Compensation governed by the Personnel and Salary Resolution, which is approved annually as part of the budget
 - Salary grade ranges are developed based upon scope, level of work performed, and external market data
 - Recommend 3 percent adjustment to grade ranges

Personnel and Salary Resolutions

- Pertaining to Administrative employees
 - Employees are at-will
 - Administrative employees do not receive cost-of-living adjustments, step increases, or automatic increases of any type
 - Due to COVID-19 merit increases and bonuses were suspended in fiscal year 2020-21
 - Merit and Bonus pool resumes as part of comprehensive recruitment and retention strategy
- Merit Pool of 4 percent
 - Salary increases are based on a pay-for-performance program
 - Every employee has a performance plan and receives an annual performance review
 - Base-building adjustment to annual salary
- Bonus Pool of 3 percent
 - Non-base building – does not increase annual salary
 - Bonuses are given throughout the year for specific, exceptional performance in a defined goal area
 - Part of employee rewards and recognition strategy

Next Steps

- Committee meetings and One-on-One meetings with Board Members May 10-June 13
- Public Hearing Preview – Finance and Administration Committee May 26
- Public Hearing – Board (public hearing and approval) June 14
- Back-up Public Hearing – Board (public hearing and approval) June 28