Orange County Transportation Authority

Board Agenda
Monday, July 14, 2025 at 9:30 a.m.

550 South Main Street, Orange, California

Board Members

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

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

Agenda Descriptions

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

Public Availability of Agenda Materials

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

Meeting Access and Public Comments on Agenda Items

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

In-Person Comment

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

Written Comment

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

Call to Order

Invocation

Director Janet Nguyen

Pledge of Allegiance

Director Leon

Closed Session

There are no Closed Sessions scheduled.

Special Calendar

Orange County Transportation Authority Special Calendar Matters

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

Jason Lee/James G. Beil

Overview

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

Recommendation(s)

Reaffirm Resolution No. 2025-025 to authorize the Chief Executive Officer to take all

necessary actions to address the emergency need for railroad track stabilization in the vicinity of Mile Post 203.83 to 204.40 and 206.10 to 206.70 on the Orange Subdivision, and to return to the Board of Directors, as required, to report on the status thereof.

Attachments:

Presentation

Consent Calendar (Items 2 through 14)

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

Orange County Transportation Authority Consent Calendar Matters

2. Approval of Minutes

Clerk of the Board

Recommendation(s)

Approve the minutes of the June 23, 2025 Orange County Transportation Authority and affiliated agencies' regular meeting.

Attachments:

Minutes

3. Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan

Janet Sutter

Overview

At the direction of the Orange County Transportation Authority Board of Directors, the Internal Audit Department develops and implements an annual risk-based internal audit plan. Implementation of an annual internal audit plan assists management in evaluating the effectiveness and efficiency of projects, programs, and operations, while ensuring that adequate controls and safeguards are in place to protect the Orange County Transportation Authority's assets and resources.

Recommendation(s)

A. Approve the proposed Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

B. Direct the Executive Director of the Internal Audit Department to provide quarterly updates on the Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

Attachments:

Transmittal
Staff Report
Attachment A

4. Project Controls, Internal Audit Report 25-513

Gabriel Tang/Janet Sutter

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of the Project Controls function within the Capital Programs Division. Based on the audit, project changes are properly documented and approved, invoices are properly reviewed and approved, and project master schedules, monthly progress reports, and capital action plans are timely prepared and distributed. One recommendation has been made to improve verification of consultant-billed labor hours.

Recommendation(s)

Direct staff to implement one recommendation provided in Project Controls, Internal Audit Report No. 25-513.

Attachments:

Transmittal

Staff Report

Attachment A

5. Fiscal Year 2024-25 Third Quarter Budget Status Report

Victor Velasquez/Andrew Oftelie

Overview

Orange County Transportation Authority staff have implemented the fiscal year 2024-25 budget. This report summarizes the material variances between the budget and actual revenues and expenses through the third quarter of fiscal year 2024-25.

Recommendation(s)

Receive and file as an information item.

Attachments:

Transmittal

Staff Report

Attachment A

6. Competitive Grant Programs - Update and Recommendations

Louis Zhao/Rose Casey

Overview

The Orange County Transportation Authority provides competitive grants to local jurisdictions and non-profit agencies beyond those provided through Measure M2 using various federal, state, and local transportation funding programs. The Orange County Transportation Authority also directly applies for federal, state, and local competitive grant programs to support Orange County Transportation Authority-led projects. Staff has prepared an overview and status update for local jurisdiction projects that have received funds, recent grant pursuits and awards for Orange County Transportation Authority projects, and recommendations for changes to grant terms for local jurisdiction projects.

Recommendation(s)

A. Approve one scope modification request from the City of Yorba Linda for the Connect Savi Ranch Project funded through the 2023 Orange County Complete Streets Program.

B. Authorize staff to request that the Southern California Association of Governments make all necessary amendments to the Federal Transportation Improvement Program.

C. Authorize the Chief Executive Officer, or his designee, to negotiate and execute any required agreements or amendments to facilitate the recommendation above.

Attachments:

Transmittal
Staff Report
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

Orange County Transit District Consent Calendar Matters

7. Approval to Issue Request for Proposals for Bus Stop Electronic Signage Expansion Project

Jeffrey N. Tatro/Johnny Dunning, Jr.

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm for the development and implementation of real-time arrival signage at various bus stop locations.

Recommendation(s)

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4117 to select a firm to develop and implement real-time arrival signage at various bus stop locations.

B. Approve the release of Request for Proposals 5-4117 for the development and implementation of real-time arrival signage at various bus stop locations.

Attachments:

Staff Report
Attachment A

8. Amendment to Agreement for Transit Training Services

Denise Capistran Donovan/Johnny Dunning, Jr.

Overview

On May 23, 2022, the Orange County Transportation Authority Board of Directors approved an agreement with Mobility Management Partners, Inc. to provide transit training services for an initial three-year term with one, two-year option term. Board of Directors' approval is requested to exercise the option term effective August 1, 2025, through July 31, 2027.

Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2187 between the Orange County Transportation Authority and Mobility Management Partners, Inc. to exercise the option term in the amount of $778,384, to continue providing transit training services effective August 1, 2025, through July 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $1,895,188.

Attachments:

Transmittal
Staff Report
Attachment A

Orange County Local Transportation Authority Consent Calendar Matters

9. Approval to Release Request for Proposals for Streetcar Security Officer Services

Matt Ankley/Jennifer L. Bergener

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm to provide security officer services on the Orange County Streetcar System.

Recommendation(s)

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-3875 to select a firm to provide streetcar security officer services on the Orange County Streetcar System.

B. Approve the release of Request for Proposals 5-3875 for streetcar security officer services on the Orange County Streetcar System.

Attachments:

Staff Report
Attachment A

10. Approval to Release Request for Proposals for Construction Management Support Services for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Jeannie Lee/James G. Beil

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to retain a consultant to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

Recommendation(s)

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4158 for the selection of a consultant to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

B. Approve the release of Request for Proposals 5-4158 to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

Attachments:

Staff Report
Attachment A

11. Approval to Release Invitation for Bids for Construction of the Inland Slope Rehabilitation - Phase II Project

Jason Lee/James G. Beil

Overview

The Orange County Transportation Authority has completed the plans, specifications, and estimates for a slope rehabilitation project to repair erosion damage to various areas within the Orange County Transportation Authority-owned right-of-way. Planned work will include regrading slopes, placing shotcrete, and improving trackside drainage and culverts. Board of Directors approval is requested to release the invitation for bids.

Recommendation(s)

Approve the release of Invitation for Bids 4-2666 for the construction of the Inland Slope Rehabilitation - Phase II project.

Attachments:

Staff Report
Attachment A
Attachment B

12. Cooperative Agreement with the Southern California Regional Rail Authority and the City of San Clemente to Replace and Rehabilitate the Pedestrian Audible Warning System

Jason Lee/James G. Beil

Overview

The City of San Clemente has requested assistance from the Orange County Transportation Authority to replace and rehabilitate the Pedestrian Audible Warning System which provides for safe operations through seven at-grade pedestrian railroad crossings in San Clemente. To support this request and to maintain continued safe rail operations, Board of Directors' authorization is requested to enter into a cooperative agreement which defines the roles and responsibilities of the Orange County Transportation Authority, Southern California Regional Rail Authority, and the City of San Clemente for the implementation of the Pedestrian Audible Warning System Rehabilitation Project.

Recommendation(s)

A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4115 between the Orange County Transportation Authority, the Southern California Regional Rail Authority, and the City of San Clemente.

B. Authorize the use of up to $1,818,000 in SB 125 (Chapter 54, Statutes of 2023) Transit Program for the replacement and rehabilitation of the controller system for the Pedestrian Audible Warning System Rehabilitation Project.

C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

Attachments:

Transmittal
Staff Reports
Attachment A
Attachment B

13. Comprehensive Transportation Funding Programs Semi-Annual Review - March 2025

Chance Groom/Rose Casey

Overview

The Orange County Transportation Authority recently completed the March 2025 semi-annual review of projects funded through the Comprehensive Transportation Funding Programs. This process reviews the delivery status of Measure M2 grant-funded projects and provides an opportunity for local jurisdictions to update project information and request project modifications. Staff has evaluated the requests, and the recommended project adjustments are presented for Board of Directors' review and approval.

Recommendation(s)

A. Approve the requested adjustments to Comprehensive Transportation Funding Programs projects, Local Fair Share funds, and Senior Mobility Program funds.

B. Authorize the Chief Executive Officer to negotiate and execute cooperative agreement amendments for applicable Project V cooperative agreements.

Attachments:

Transmittal
Staff Report
Attachment A
Attachment B
Attachment C

14. Measure M2 Eligibility Review Recommendations

Stephanie Mooney/Rose Casey

Overview

The Measure M2 Ordinance No. 3 requires that all local jurisdictions annually satisfy specific eligibility requirements to receive Measure M2 net revenues. As part of this requirement, the pavement management plans and expenditure reports were submitted to the Orange County Transportation Authority by the local jurisdictions. Board of Directors' approval is requested to find 33 of Orange County's 35 local jurisdictions (excluding the City of Buena Park and the City of Huntington Beach) as eligible to continue receiving Measure M2 net revenues.

Recommendation(s)

Approve 33 of Orange County's 35 local jurisdictions as eligible to continue receiving Measure M2 net revenues.

Attachments:

Transmittal
Staff Report
Attachment A
Attachment B

Regular Calendar

15. Federal Fiscal Year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Program Project Prioritization Recommendations

Ben Ku/Rose Casey

Overview

On March 10, 2025, the Orange County Transportation Authority Board of Directors approved the federal fiscal year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program project prioritization guidance and directed staff to return to the Board of Directors with a recommended priority for each project application. Recommendations are presented for Board of Directors' approval.

Recommendation(s)

A. Approve the federal fiscal year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program project prioritization recommendations.

B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate the above actions.

C. Authorize the Chief Executive Officer or his designee to provide concurrence on future project scope changes, extension requests, and substitutions in order to preserve funding for Orange County projects.

Attachments:

Transmittal
Staff Report
Attachment A
Attachment B
Attachment C
Presentation

Discussion Items

16. Public Comments

17. Chief Executive Officer's Report

18. Directors' Reports

19. Adjournment

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

9:30 a.m., on Monday, July 28, 2025

OCTA Headquarters
Board Room
550 South Main Street
Orange, California

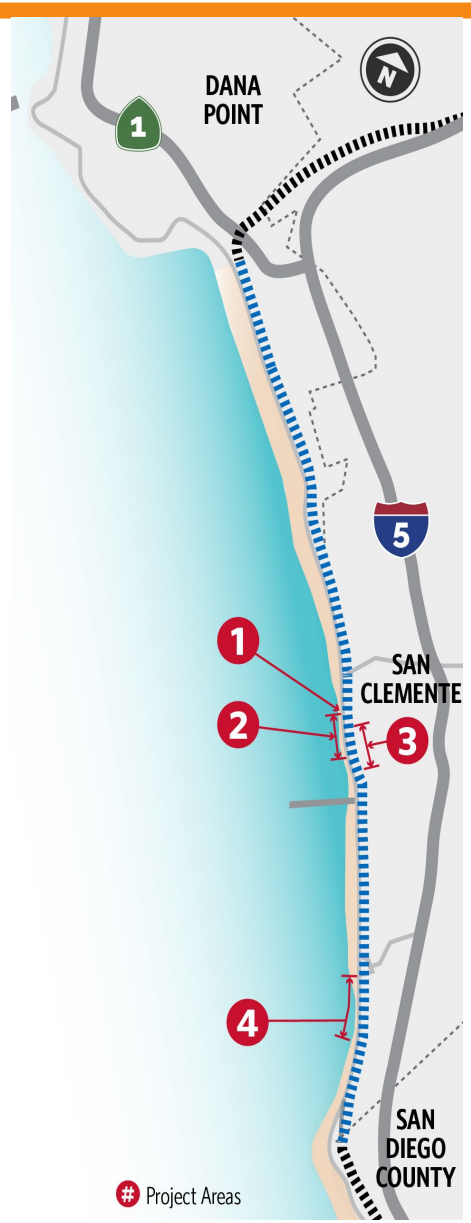
Update on Emergency Need for Railroad Track Stabilization in the Vicinity of Mile Post 203.83 to 204.40 and 206.00 to 206.70 on the Orange Subdivision

Coastal Rail Stabilization Priority Project

- Four priority reinforcement areas were identified in January 2024
- Proposed solutions evaluated at a preliminary design level considering different materials, performance, costs, methods, and schedule

Area	Location (MP)	Challenge	Proposed Solutions
1	203.80 – 203.90	Ongoing deterioration of existing riprap protection	Riprap repair (900 tons/600 CY) followed by sand nourishment
2	204.00 – 204.40	Erosion - no beach at high tide and direct wave attack damaging existing riprap protection	Riprap repair (6,750 tons/4,500 CY) followed by sand nourishment
3	204.07 – 204.34	Steep bluffs with high potential for failure that could impact rail infrastructure	1,400-ft catchment structure
4	206.00 - 206.10 206.42 - 206.70	Near San Clemente State Beach - erosion exposing areas of limited to no riprap protection	Riprap repair (2,100 tons/1,400 CY) and 1,200-ft shoreline protection structure followed by sand nourishment

MP – Mile Post
CY – Cubic Yard



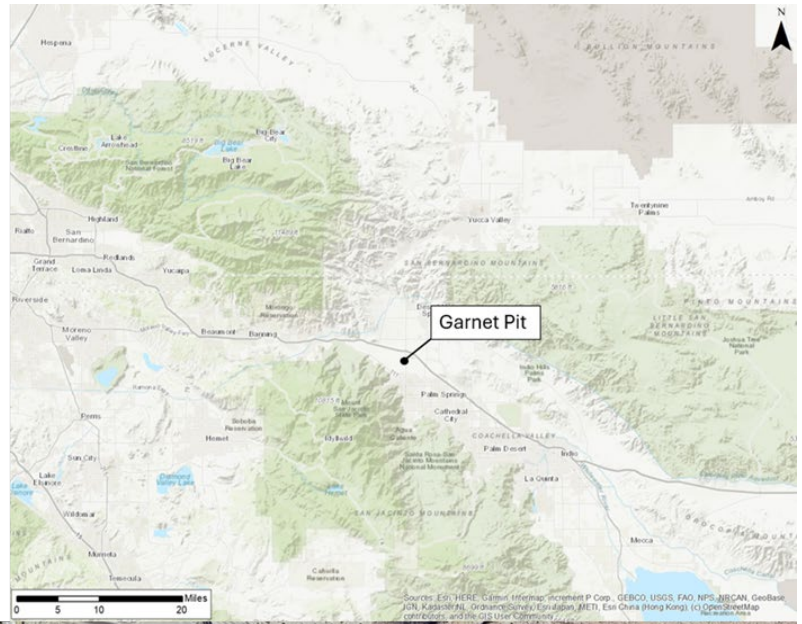
Areas 1 and 2 Riprap Repair Activities

- All construction activities have been completed
- Provided responses to the California Coastal Commission (CCC) on Emergency Coastal Development Permit (eCDP) conditions of approval for Areas 1 and 2 which included:
  - Revetment as-built plans
  - Sand and revetment monitoring plans
  - Sand replenishment update
  - California State Transportation Agency commitment letter to perform potential railroad relocation analysis
  - Correspondence on habitat mitigation and monitoring plan
  - Nesting bird monitoring and avoidance memorandum (April 23, 2025 and April 28, 2025 surveys)
  - Resume of qualified engineer
  - Best management plan narrative
  - Before and after construction photos
  - Complaints or inquiries tracker
  - Sensitive work environment briefing and signatures
- Passenger rail service resumed on June 7, 2025



North Beach and Area 1 Initial Sand Placement

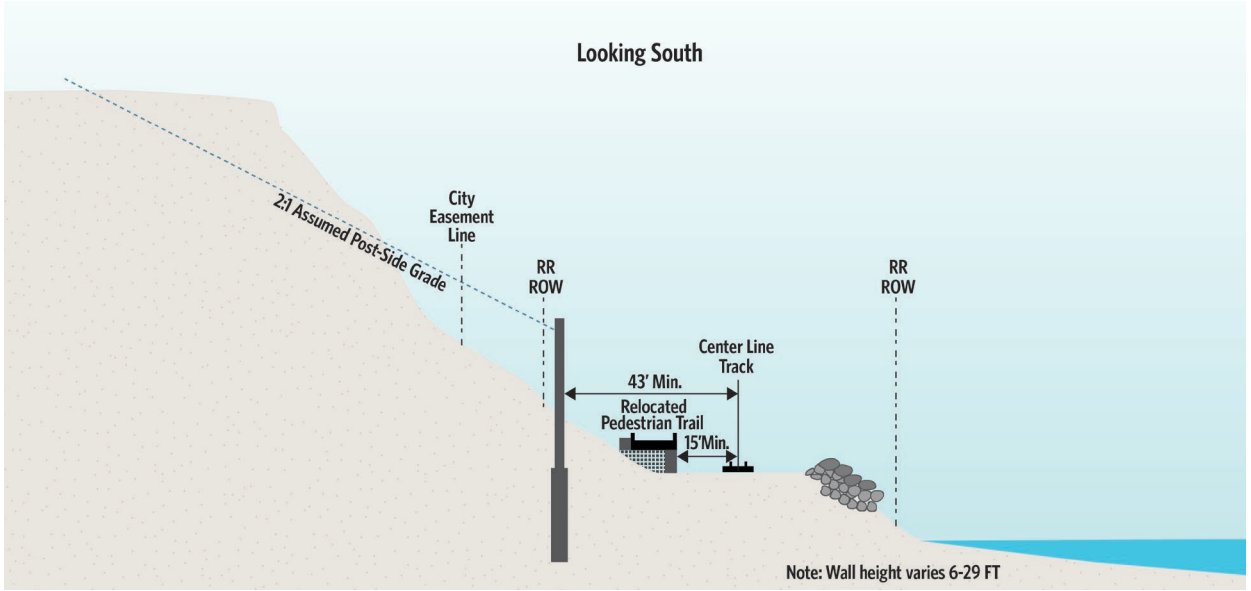
- Orange County Transportation Authority (OCTA) is pursuing an inland sand source to place ~10,000 CY of sand in Area 1 and North Beach, outside of the United States Army Corps of Engineers (USACE) jurisdiction
- On-going coordination with Orange County Water District (OCWD) on availability of Prado Dam basin material
  - OCWD will environmentally clear, excavate, and move material from Prado Dam basin to nearby stockpile site in Fall 2025
- Commercial sand pit (Garnet Pit) located near the City of Palm Springs has sand available immediately
  - Sampled and tested sand from the Garnet Pit and obtained approval for use from the Dredging Material and Management Team
- OCTA is coordinating with Southern California Regional Rail Authority (SCRRA) for right-of-entry permit, USACE, and CCC on permitting, letter of permission, or waiver needs
- OCTA preparing sand placement plans and specifications for the initial sand placement
- This initial sand placement is part of the larger effort for placing 240,000 CY of sand nourishment for Areas 1 and 2 approved by the CCC





Area 3 Mariposa Catchment Wall Activities

- California Transportation Commission allocated $92.231 million on May 16, 2025
- On June 3, 2025, the Federal Railroad Administration (FRA) determined Area 3 is categorically excluded (CE) under the National Environmental Policy Act
- On June 17, 2025, FRA approved pre-award federal obligational authority to cover expenditures incurred since approval of the CE on June 3, 2025
- Contract executed and Notice to Proceed issued to design-build contractor, Condon Johnson & Associates (CJA)
  - 65 percent design package reviewed
  - Structural steel column order made by CJA (critical)
- Cooperative agreement for construction support finalized with SCRRA
- On-going design and wall aesthetics meetings with SCRRA and the City of San Clemente (City)
- Preparing wall aesthetics submittal for CCC approval



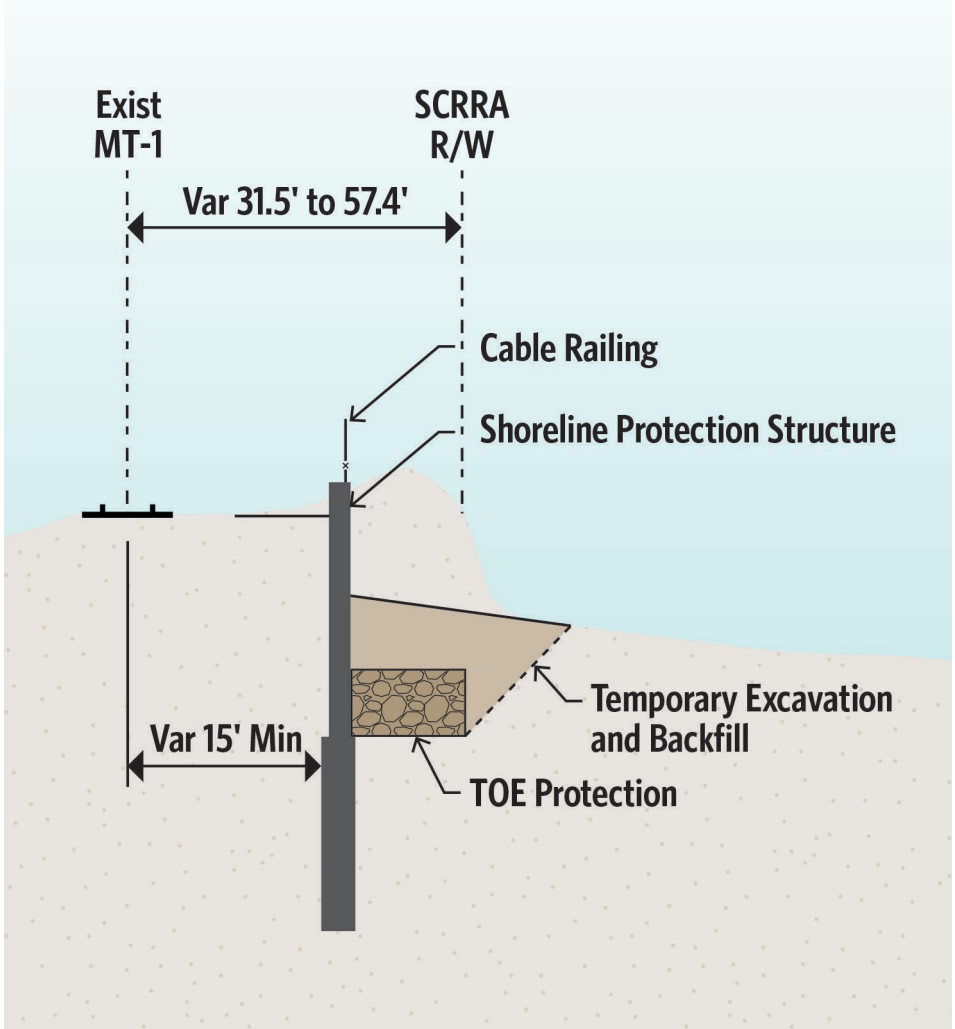
RR – Railroad
ROW – Right-of-Way

Area 3 Catchment Wall



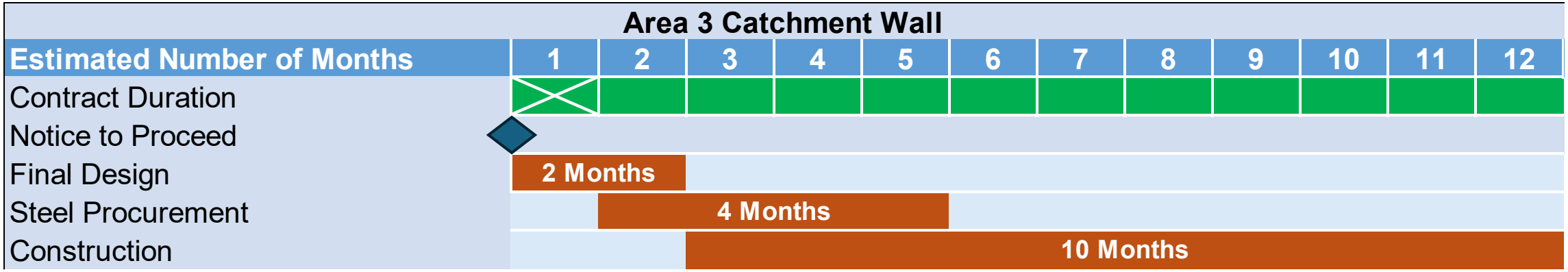
Area 4 Shoreline Protection Structure Activities

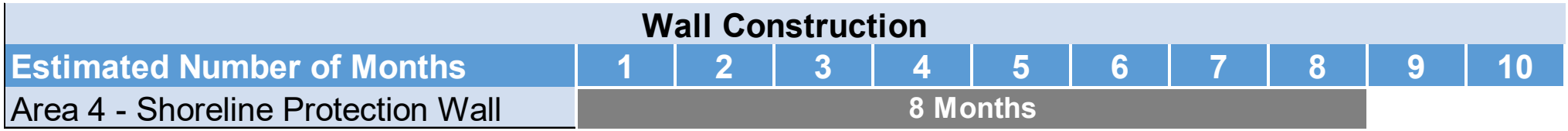
- CCC does not recognize Area 4 as an emergency; no eCDP will be issued
- Resumed prior efforts to complete the pending CDP submitted in August 2024 and seek opportunities to expedite
- Met with CCC and discussed the results of the draft design alternatives analysis and detailed the reasons for each alternative considered
- CCC is reviewing the draft coastal erosion modeling report
- CCC to consider Area 4 CDP at future CCC meeting (date to be determined)
- Planning for geotechnical field investigations in preparation for conceptual design



Area 4 – Shoreline Protection Structure

Estimated Schedule

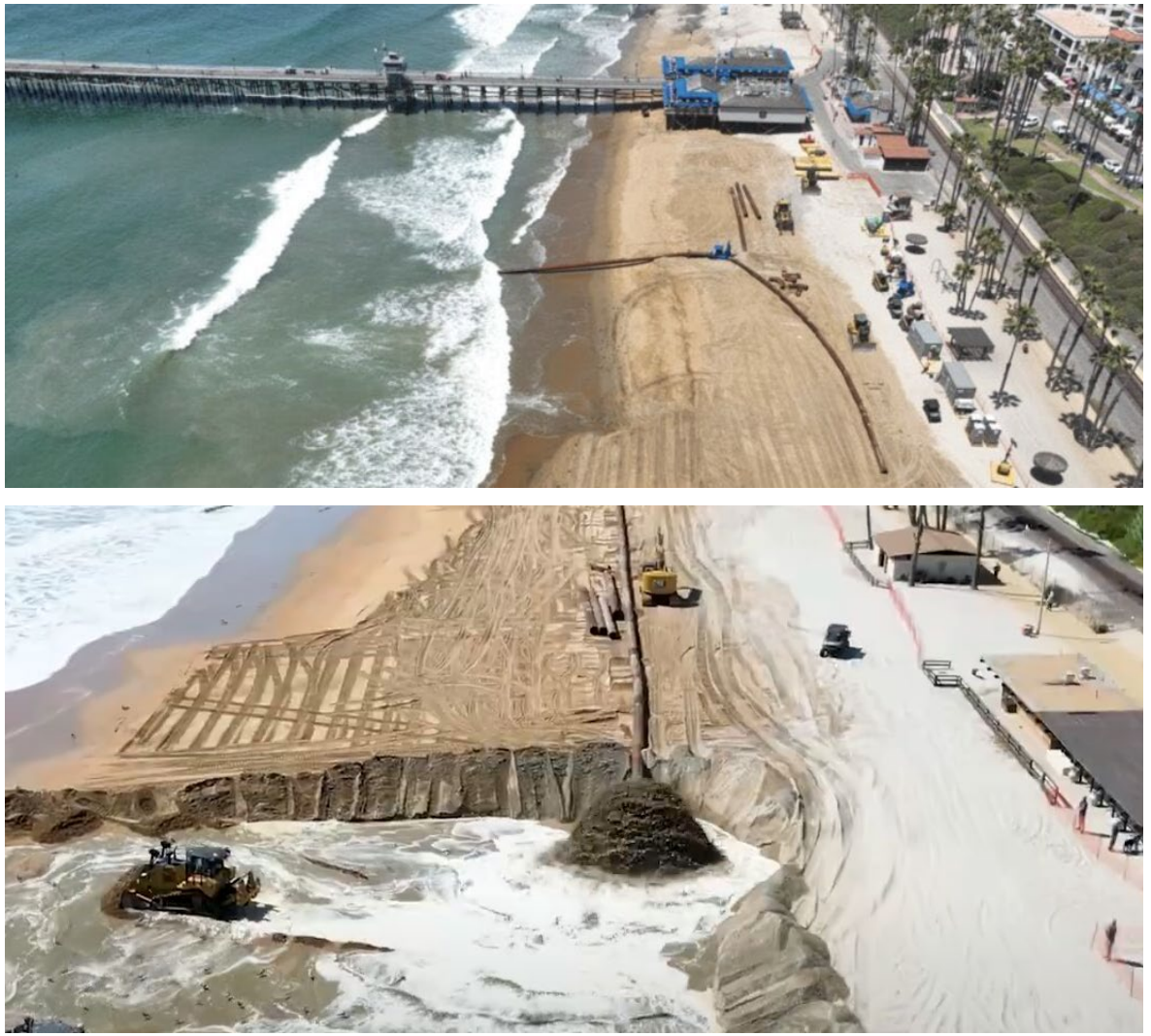




Sand Schedule TBD

Sand Nourishment

- Received eight responses to Request for Information for sand dredging and placement on May 5, 2025; responsiveness review completed
- Met with responsive proposers Kiewit, Dutra, and Great Lakes Dredge & Dock on their proposals
- Preparing recommendation memo on prospective contractors
- OCTA is securing environmental clearance for offshore source dredging and placement of sand for Areas 1, 2, and 4.
- OCTA is utilizing previous studies by the City to streamline the process, and the cooperative agreement with the City for offshore sand exploration is executed
- Marine environmental studies for beach nourishment planned and underway
- Preliminary schedule (subject to change):
  - Environmental and final design approvals: Anticipated Q4 of 2025
  - Procure sand placement contractor: Anticipated Q1 of 2026
  - Bids Due Date: Anticipated Q2 of 2026
  - Contract Award and Notice to Proceed: Anticipated Q2 of 2026
  - Project Completion: Anticipated in 2027



Pictures from San Clemente Sand Replenishment Project

Q - Quarter

Recommendation

Reaffirm Resolution No. 2025-025 and authorize the Chief Executive Officer to take all necessary actions to address the emergency need for railroad track stabilization in the vicinity of Mile Post 203.83 to 204.40 and 206.00 to 206.70 on the Orange Subdivision, and to return to the Board of Directors, as required, to report on the status thereof.

Call to Order

The June 23, 2025, regular meeting of the Orange County Transportation Authority (OCTA) Board of Directors and affiliated agencies was called to order by Chair Chaffee at 9:30 a.m. at the OCTA Headquarters, 550 South Main Street, Orange, California.

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

Directors Absent: None

Staff Present: Darrell E. Johnson, Chief Executive Officer
Jennifer L. Bergener, Deputy Chief Executive Officer
Gina Ramirez, Assistant Clerk of the Board
Andrea West, Clerk of the Board
Sahara Meisenheimer, Clerk of the Board Specialist
James Donich, General Counsel

1. Closed Session

A Closed Session was held as follows:

Pursuant to Government Code Section 54956.9(d)(1) Conference with General Counsel Existing Litigation Orange County Transportation Authority v. WTW Properties, LLC, et al, OCSC Case No. 30 2021 01195108.

All members were present.

There was no report out on this item.

Special Calendar

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

James G. Beil, Executive Director of Capital Programs, presented this item.

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

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

Darrell E. Johnson, Chief Executive Officer (CEO), presented Resolutions of Appreciation to Jose Esparza, Coach Operator; Marco Lopez, Maintenance; and Peter Sotherland, Administration, as Employees of the Month for June 2025.

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

Mr. Johnson, CEO, presented Resolutions of Appreciation to members of Orange County Transportation Authority's Teen Council whose terms expire in July 2025.

5. Measure M2 Taxpayer Oversight Committee New Member Recruitment and Lottery

Pursuant to the Renewed Measure M Ordinance No. 3, the Board of Directors conducted a public lottery to finalize the selection of new Taxpayer Oversight Committee members. One name each representing the First, Third, Fourth, and Fifth Supervisorial Districts was drawn from the list of recommended finalists submitted by the Grand Jurors' Association of Orange County.

Chosen by lottery, the new members are as follows:

District 1 – David Malmud, Cypress
Minhquan Nguyen, Huntington Beach
Ron Flores, Huntington Beach

District 3 – Charles Jackson, Mission Viejo
Jeffery Haspell, Villa Park
Sheneui Weber, Irvine
Ted Flati, Yorba Linda
Travis Lee, Irvine

District 4 – Jeffery Ogden, Placentia
Reynaldo Obnamia, Placentia
Joyce Capelle, Buena Park
Glenn Casterline, Placentia

District 5 – Patrick Purington, San Clemente
David Wood, Ladera Ranch
Patrick Griffin, San Clemente
Larry Tekler, Costa Mesa
Harry Sloan, Costa Mesa

Consent Calendar (Items 6 through 23)

6. Approval of Minutes

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to approve the minutes of the June 9, 2025, Orange County Transportation Authority and affiliated agencies' regular meeting.

7. Third Quarter Fiscal Year 2024-25 Procurement Status Report

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

8. Orange County Transportation Authority Investment and Debt Programs Report April 2025

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

9. Reserve Policy Update

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to adopt the Proposed Reserve Policy dated June 23, 2025, and implement the policy in current and future financial plans.

10. State Legislative Status Report

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

11. Federal Legislative Status Report

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

12. Accessible Transit Advisory Committee Annual Update and Member Appointments

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to receive and file the Accessible Transit Advisory Committee status report.

13. Citizens Advisory Committee Annual Update and Member Appointments

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to receive and file the Citizens Advisory Committee status report.

14. Agreement for Installation of Battery Electric Bus Chargers and Electrical Infrastructure at the Santa Ana Bus Base

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Agreement No. C 5 3922 between the Orange County Transportation Authority and Asplundh Construction, LLC, the lowest responsive, responsible bidder, in the amount of $2,790,147, for the installation of battery electric bus chargers and electrical infrastructure at the Santa Ana Bus Base.

15. Replacing and Expanding Mobile Routers on OC ACCESS and OC Bus Vehicles and at Non-Vehicle Locations

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Purchase Order No. C54142 between the Orange County Transportation Authority and CDCE, Inc., in the amount of $4,207,826, for the purchase of hardware and services necessary to replace existing Cradlepoint IBR1100 and IBR1700 mobile routers on 509 OC Bus vehicles, 31 non-revenue vehicles, and nine non vehicle locations with new Cradlepoint R1900 mobile routers, to add 252 new Cradlepoint R1900 mobile routers on OC ACCESS vehicles, and to procure nine additional routers to be used as spares and for testing purposes.

16. Amendment to Agreement for Technical Consulting Services for a Next-Generation Fare Collection System, OC Streetcar Ticket Vending Machines, and Farebox Replacement Project

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Amendment No. 6 to Agreement No. C 0 2047 between the Orange County Transportation Authority and Jacobs Engineering Group, Inc. to extend the term of the agreement an additional two years to continue to provide support for the implementation of the Rider Validation System, OC Streetcar Ticket Vending Machines, and farebox replacement project at no increase in the maximum obligation of the agreement.

Director Wagner voted in opposition to this item.

17. Amendment to Agreement for Coach Operator, Training Instructor, and Field Supervisor Uniforms

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Agreement No. C 1 3928 between the Orange County Transportation Authority and Becnel Uniforms, to exercise the option term in the amount of $611,000, to continue providing uniform services for coach operators, training instructors, and field supervisors effective July 1, 2025, through June 30, 2027. This will increase the maximum obligation of the agreement to a total contract value of $1,285,468.

18. Amendments to Agreements with Cooperative Agencies for the Provision of Transportation Services

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

A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-4-2287 between the Orange County Transportation Authority and North County Senior Services, LLC, doing business as Acacia Adult Day Services, for continued services in the amount of $210,429, and to adjust the per trip rate to $25.75, effective July 1, 2025, through June 30, 2026. This will increase the maximum obligation of the agreement to a total contract value of $414,729.

B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-4-2288 between the Orange County Transportation Authority and Alzheimer's Family Center for continued services in the amount of $252,479 and to adjust the per trip rate to $25.75, effective July 1, 2025, through June 30, 2026. This will increase the maximum obligation of the agreement to a total contract value of $497,604.

C. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 1 to Cooperative Agreement No. C-4-2289 between the Orange County Transportation Authority and Community SeniorServ, doing business as Meals on Wheels Orange County, for continued services in the amount of $380,019, and to adjust the per trip rate to $25.75, effective July 1, 2025, through June 30, 2026. This will increase the maximum obligation of the agreement to a total contract value of $748,969.

D. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-4-2290 between the Orange County Transportation Authority and SoCal Senior Services, LLC, for continued services in the amount of $446,042 and to adjust the per trip rate to $25.75, effective July 1, 2025, through June 30, 2026. This will increase the maximum obligation of the agreement to a total contract value of $879,092.

E. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-4-2291 between the Orange County Transportation Authority and Orange County Adult Achievement Center, doing business as My Day Counts, for continued services in the amount of $1,702,539 and adjusting the per trip rate to $25.75, effective July 1, 2025, through June 30, 2026. This will increase the maximum obligation of the agreement to a total contract value of $3,336,614.

19. Amendment to Cooperative Agreements with Non-Profit Agencies to Provide Senior Mobility Program Services

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

A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Cooperative Agreement No. C-1-3259 between the Orange County Transportation Authority and Abrazar, Inc., in the amount of $91,560 to provide funding through June 30, 2026.

B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 5 to Cooperative Agreement No. C-1-3260 between the Orange County Transportation Authority and Korean American Senior Association of Orange County, in the amount of $112,566 to provide funding through June 30, 2026.

C. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Cooperative Agreement No. C-1-3261 between the Orange County Transportation Authority and Southland Integrated Services, Inc., in the amount of $98,976, to provide funding through June 30, 2026.

20. August 2025 OC Bus Service Change

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

21. Declare Surplus Property for the Interstate 5 Improvement Project Between State Route 73 and Oso Parkway

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

A. Declare a portion of the property located at the corner of Camino Capistrano and Avery Parkway in the City of Laguna Niguel, within the Interstate 5 Improvement Project between State Route 73 and Oso Parkway, Assessor Parcel No.637-231-01, as surplus land pursuant to the Surplus Land Act (Government Code Section 54221 et seq.).

B. Declare a portion of the property located at the corner of Marguerite Parkway and Avery Parkway in the City of Mission Viejo, within the Interstate 5 Improvement Project between State Route 73 and Oso Parkway, assessor parcel nos. 740-014-01 and 740-014-05, as surplus land pursuant to the Surplus Land Act (Government Code Section 54221 et seq.).

C. Direct staff to seek potential buyers interested in the purchase of the surplus lands located within the Interstate 5 Improvement Project between State Route 73 and Oso Parkway in accordance with Surplus Land Act (Government Code Section 54221 et seq.) and the Real Property Policies and Procedure Manual, dated August 22, 2022.

D. Direct staff to negotiate sales terms with potential buyers and return to the Board of Directors to recommend approval of the sale of the surplus land.

22. Contract Change Orders for Construction of the OC Streetcar Project

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

A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 93.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of $97,000, for modifications to cranes at the maintenance and storage facility.

B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 175.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of $200,000, for additional work for fencing to minimize trespassing in the Pacific Electric Right-of-Way.

C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 250.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of $50,000, for additional work to connect pumps to the appropriate systems in the maintenance and storage facility.

D. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 268.1 to Agreement No. C-7-1904 with Walsh Construction Company II, LLC, in the amount of $70,000, for additional work to install alternative anchorage equipment to support various systems housed on the roof of the maintenance and storage facility.

Director Wagner voted in opposition to this item.

Director Janet Nguyen abstained from voting on this item.

23. Environmental Mitigation Program Endowment Fund Investment Report for March

A motion was made by Director Hennessey, seconded by Director Amezcua, and declared passed by those present to direct staff to receive and file as an information item.

Regular Calendar

24. 405 Express Lanes Update for the Period Ending March 31, 2025

Kirk Avila provided a presentation on the operational and financial activities of the 405 Express Lanes for the period ending March 31, 2025.

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

Discussion Items

25. Public Comments

There were no public comments.

26. Chief Executive Officer's Report

Darrell E. Johnson, Chief Executive Officer (CEO), reported on serving as emcee for an annual awards dinner hosted by the Orange County Chapter of the American Council of Engineering Companies.

27. Directors' Reports

Ex-Officio member Zhou reported on the new Director of the California Department of Transportation (Caltrans), Dina El-Tawansy.

Director Sarmiento expressed concern regarding misinformation about Immigration and Customs Enforcement (ICE) on OCTA buses.

Director Foley reported on graffiti visible from highways in Orange County and inquired about OCTA's ability to address it.

Director Amezcua expressed her appreciation for OCTA's Teen Council.

28. Adjournment

The meeting adjourned at 10:19 a.m.

The next regularly scheduled meeting of this Board will be held:
9:30 a.m., on Monday, July 14, 2025
OCTA Headquarters
Board Room
550 South Main Street
Orange, California

ATTEST:

_____
Gina Ramirez
Assistant Clerk of the Board

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan

Finance and Administration Committee Meeting of June 25, 2025

Present: Directors Federico, Go, Harper, Hennessey, Leon, Sarmiento, and Tettemer
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

A. Approve the proposed Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

B. Direct the Executive Director of the Internal Audit Department to provide quarterly updates on the Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

June 25, 2026

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit Department

Subject: Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan

Overview

At the direction of the Orange County Transportation Authority Board of Directors, the Internal Audit Department develops and implements an annual risk-based internal audit plan. Implementation of an annual internal audit plan assists management in evaluating the effectiveness and efficiency of projects, programs, and operations, while ensuring that adequate controls and safeguards are in place to protect the Orange County Transportation Authority's assets and resources.

Recommendations

A. Approve the proposed Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

B. Direct the Executive Director of the Internal Audit Department to provide quarterly updates on the Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan.

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 and the Board of Directors (Board) in the discharge of their duties and responsibilities.

Discussion

Internal Audit is presenting the proposed Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan (Audit Plan) for Board approval. The Audit Plan was developed from an enterprise-wide risk assessment. The Audit Plan will be implemented using Internal Audit staff, on-call consultants, an independent financial audit firm, and other firms, as needed.

Fiscal Impact

The Audit Plan has been developed within the resources available in the adopted OCTA Fiscal Year 2025-26 Budget.

Summary

The Audit Plan has been developed to support the Board and OCTA management in the discharge of their duties and responsibilities to safeguard assets of OCTA, while ensuring those assets are used in an efficient and effective manner.

Attachment

A. Orange County Transportation Authority Internal Audit Department Fiscal Year 2025-26 Internal Audit Plan

Authorized by:



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

ORANGE COUNTY TRANSPORTATION AUTHORITY
Internal Audit Department

Fiscal Year 2025-26
Internal Audit Plan



Janet Sutter, CIA, CFE
Executive Director, Internal Audit
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ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Fiscal Year 2025-26
Internal Audit Plan

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ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Fiscal Year 2025-26
Internal Audit Plan

Mission of the Internal Audit Department

The mission of the Internal Audit Department (Internal Audit) of the Orange County Transportation Authority (OCTA) is to assist management and the Board of Directors (Board) in the effective discharge of their duties and responsibilities and to serve the public interest through the conduct of quality engagements. To this end, Internal Audit serves as an independent appraisal function to examine and evaluate OCTA's operations, activities, internal controls, compliance, opportunities, and risks.

Internal Audit Department Activities

Internal Audit is responsible for examining and evaluating the financial, administrative, and operational activities of OCTA, and supplying management with information to assist in its control of assets and operations for which it is responsible.

Internal Audit provides a wide range of auditing services, including annual financial and compliance audit oversight, operational reviews, compliance reviews, internal control assessments, investigations, pre-award and post-delivery Buy America reviews, and price reviews. In addition, all audits initiated by entities outside of OCTA are coordinated through Internal Audit.

Internal Audit measures the efficiency 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 the professional audit staff and for the department. The department-wide target includes all professional staff and the executive director. For fiscal year (FY) 2025-26, Internal Audit set a department-wide target productivity ratio of 75 percent and a professional audit staff productivity ratio of 80 percent. Because the executive director is required to regularly participate in non-audit management activities such as executive planning and committee meetings, the department ratio is set lower than that of the professional staff.

The Government Accountability Office (GAO) broadly defines audits as financial, attestation, or performance audits. Financial audits, including financial statement audits, are assessments of, and assurance about, an entity's financial condition, operating results, or other defined financial criteria. Attestation engagements are both financial and non-financial and result in varying degrees of assurances about specific subject matter. Agreed-upon procedures (AUP) engagements, performed by Internal Audit, are an example of attestation engagements, whereby Internal Audit applies procedures at the direction of the Contracts Administration and Materials Management (CAMM) Department related to contractor price proposals and procurements of federally funded revenue vehicles.

Internal Audit's efforts, however, are focused primarily on the third category of audits, performance audits, as defined by the GAO. Performance audit objectives vary widely and include review of internal controls, assessment of compliance with laws, regulations, contracts, policies and procedures, and assessment of program effectiveness, economy, and efficiency. To define the objectives of these performance audits more accurately, Internal Audit categorizes audit projects in a more descriptive manner as indicated below. It is

important to note, however, that most audit projects include objectives consistent with one or more of these audit types.

Compliance – Compliance audits are performed to ensure that the terms and conditions of contracts, grants, memorandums of understanding, or other agreements are being followed and that there is compliance with Board-adopted policies and procedures, management policies and procedures, and/or applicable regulatory requirements.

Price Review – Price reviews refer to the AUP reviews performed for architectural and engineering price proposals, or sole source proposals, to determine if proposed pricing is fair and reasonable. AUP reviews are also performed on single-bid procurements for the purpose of determining whether CAMM complied with policies and procedures to ensure a fair and competitive process. Procedures are performed based on a written agreement with CAMM.

Buy America Review – Buy America reviews refer to the pre-award and post-delivery AUP reviews of vehicle purchases in accordance with federal Buy America laws. The procedures are performed based on a written agreement with CAMM.

Financial **-** Financial audits focus on verification of financial transactions and balances. Financial audits include the financial statement audits of OCTA and related legal entities, as well as other attestation engagements performed by an independent certified public accounting firm, to ensure compliance with the Measure M2 (M2) Ordinance or other legally mandated requirements.

Internal Control – Internal control reviews are performed to assess whether controls in place are adequate to protect the assets and resources of OCTA and to ensure compliance with laws, regulations, and policies.

Operational - An operational audit is performed to evaluate current operating procedures to determine if they provide for an adequate control environment and to assess whether processes are efficient and effective ways to accomplish the goals of the project, program, or activity. Operational audits generally include elements of both an internal control review and a compliance review.

Internal Audit also performs other activities outlined in the OCTA FY 2024-25 Internal Audit Plan (Audit Plan) as follows:

Monitoring – These activities include providing information to the Audit Subcommittee of the Taxpayer Oversight Committee (TOC) to assist in their duty to exercise oversight of the expenditure of M2 funds, and observation of biennial capital asset inventory counts, as requested by management.

Follow-Up Activities – These activities are undertaken to determine whether audit recommendations have been implemented or otherwise satisfactorily addressed.

Investigations – Investigative activities are performed in response to a complaint or allegation received through OCTA's Fraud Hotline.

Fiscal Year 2024-25 Accomplishments

- Conducted the annual risk assessment of OCTA and obtained Board-approval to execute the FY 2023-24 Internal Audit Plan on July 22, 2024. Implemented the plan and provided timely quarterly updates of progress and activities.

- Exceeded the department-wide productivity goal of 75 percent and exceeded the professional audit staff productivity goal of 80 percent.

- Completed 43 projects (to date); including 14 audits, 27 price reviews, and two Buy America reviews.

- Obtained the required triennial external quality assurance, or peer review, of Internal Audit, receiving an unqualified opinion from the Association of Local Government Auditors.

- Coordinated and issued all required annual, independent financial and AUP reviews using the services of Crowe, LLP. All reports were presented to the Board and, as applicable, submitted to the State Controller's Office and the California Department of Transportation.

- Provided administration of OCTA's Fraud Hotline and reviewed complaints received during the FY. Referred complaints to management, as appropriate, or conducted investigations and provided reports of any substantiated claims or internal control weaknesses identified during investigations. An initial response was provided to reporters within two business days.

- Provided assistance to the Audit Subcommittee of the TOC by coordinating meetings, providing information for selection of agencies for annual review of M2 spending, and providing communication of results of all M2-related audits.

- Evaluated and concluded that Internal Audit's system of quality management provides reasonable assurance that the objective of the system of quality management is being achieved.

- Procured a firm to conduct, and provided coordination of, the required State Triennial Reviews of OCTA, the Orange County Transit District, and Long Beach Municipal Transit Lines.

Fiscal Year 2025-26 Goals

- Conduct the annual risk assessment of OCTA and obtain Board approval to execute the FY 2025-26 Internal Audit Plan by August 2025. Implement the plan and provide timely quarterly updates of progress and activities.

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- Achieve a department-wide productivity ratio of at least 75 percent and professional staff productivity ratio of at least 80 percent.

- Conduct AUP reviews, as requested by CAMM, of selected price proposals, single-bid proposals, and sole source proposals, and revenue vehicle purchases to determine compliance with Buy America laws.

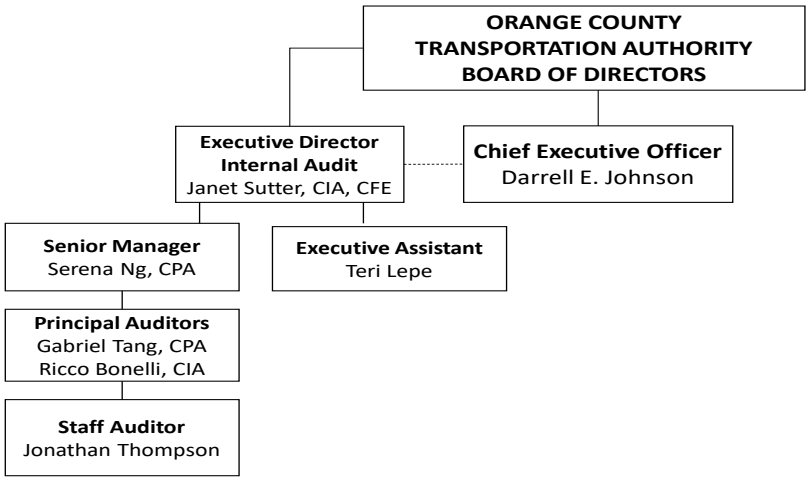
- Provide administration of the OCTA Fraud Hotline, providing initial responses within two business days, and conducting investigations and/or referring matters, as appropriate.

- Assist the Audit Subcommittee of the TOC by coordinating meetings, providing information for selection of agencies for annual review of M2 spending, and providing communication of results of all M2-related audits.

- Evaluate and conclude whether the Internal Audit's system of quality management provides reasonable assurance that the objective of the system of quality management is being achieved.

Internal Audit Organization

Standards provide a framework for government auditors in the areas of transparency, independence, accountability, and quality. These standards require that auditors be independent in both mind and appearance with respect to the entities for which they perform audit services. Internal Audit has established policies and procedures to comply with the standards, and OCTA has established an internal audit function that is organizationally independent. As indicated below, Internal Audit reports functionally to the Board, and administratively to the Chief Executive Officer:



Risk Assessment Process

It is the responsibility of OCTA management to identify, assess, and manage risk. It is Internal Audit's responsibility to facilitate the identification and assessment of risk, and to monitor and report on how well risks are being managed by OCTA. All organizations face risks, which are defined as those events, actions, or inactions that could cause key business objectives not to be achieved. To mitigate and manage these risks, an organization typically implements internal controls, anticipates and plans for disruptions, develops risk management programs, and engages in other risk mitigation activities.

The key business objective of OCTA is imbedded in its mission statement to "*Develop and deliver transportation solutions to enhance quality of life and keep Orange County moving*." Developing and delivering these "*transportation solutions*" are several core business units of OCTA, including the Chief Executive Office, Operations, Finance and Administration, Planning, People and Community Engagement, Government Relations, and Capital Programs. These business units are supported by administrative functions, and all these services are delivered through a variety of projects, programs, and activities. With a budget exceeding $1.73 billion, OCTA delivers transportation solutions through numerous channels with a variety of stakeholders, with the assistance of the private sector, and for the benefit of diverse customers.

Recognizing both the number and size of OCTA's projects, programs, and activities, as well as the constraints of Internal Audit resources, Internal Audit maximizes its effectiveness by engaging in an annual risk assessment process to establish the priorities of the department for the upcoming FY.

Risk Assessment Methodology

Internal Audit established the architecture of the risk assessment by first identifying all OCTA projects, programs, contracts, and functions (auditable entities). Internal Audit then identified six categories of risks and assigned weightings as follows:

Financial and Compliance Risks (20 percent) – The magnitude of financial exposure to OCTA and the degree of regulatory oversight and/or the volume of regulation with substantial fines, penalties, or other sanctions for noncompliance.

Security and Safety Risks (15 percent) – The impact of a security breach to OCTA customers, contractors, employees, or the public, and the degree of severity (catastrophic, significant, moderate, or minimal) resulting from incidents or accidents.

Operational and Strategic Risks (15 percent) – The impact of a disruption in the operation of this OCTA project or program on Orange County travelers, and the significance of this project or program to OCTA's strategic success.

Image and Reputation Risks (15 percent) – The intensity of public interest and awareness, and the visibility of the project, program, or function to the media.

Complexity of Operations (15 percent) – The number of individuals, departments, contractors, information systems, and manual processes involved in the delivery of this project or program, and the degree to which transactions require professional judgment or technical expertise.

Time Since Last Audit (20 percent) – The length of time since the last audit or review was conducted and the results of that review.

Internal Audit then developed the following assigned ratings for each risk:

Risk Rating	Description
4.0 – 5.0	High Risk
3.0 – 3.9	Moderate to High Risk
2.1 – 2.9	Moderate Risk
1.6 – 2.0	Low to Moderate Risk
1.0 – 1.5	Low Risk

Following are examples of the risk assessment results for four different auditable entity types:

Auditable Entity	Audit History	Audit Requirement	Time Since & Results of Last Audit	Financial & Compliance Risk	Security & Safety Risk	Operational & Strategic Risk	Image & Reputation Risk	Complexity of Operations	Weighted Average Risk
			20%	20%	15%	15%	15%	15%	
Project Controls	2025	No	1	5	1	4	2	4	3.2
Purchasing Cards	2024	No	1	1	1	2	4	1	1.6
ACCESS Eligibility	2023	No	1	4	3	4	5	3	3.3
Buy America Compliance		Yes	As Needed						N/A

Following the risk assessment of each of approximately 260 auditable entities within OCTA, Internal Audit summarized the results on the heat chart in Appendix A. The heat chart translates the numerical risk ratings of each auditable entity into a more visually appealing format. Auditable entities that require an audit, either by regulation, policy, or at the direction of the Audit Subcommittee of the TOC, are not risk-rated, and are reflected as “Required”.

Internal Audit Plan Development

The Audit Plan, Appendix B, calls for approximately 8,700 Internal Audit hours, exclusive of vacation, sick, holiday, and continuing professional education hours. Of the 8,700 hours, approximately 2,000 relate to administrative activities, including Board and committee meeting attendance, Internal Audit staff meetings, and other administrative tasks. The purpose of including these hours is to monitor and measure Internal Audit's productivity.

The Audit Plan includes 500 hours for mandatory audit activities, including hours needed to coordinate, review, and report on the results of the required annual audits and AUP reviews, as well as any audits by external regulatory bodies. Approximately 540 hours are anticipated for internal audit projects and non-audit activities, such as the annual risk assessment and audit planning process, required quality assurance and self-assessment activities, administration and investigation of complaints received through OCTA's Fraud Hotline, and updates to audit policies, procedures, and workpaper templates.

The Audit Plan also includes 500 hours for price review services and 260 hours for Buy America review services. While requests for price reviews are unpredictable, this budget is based on both the extent of current procedures and the volume of requests in prior years. Hours for Buy America services assumes two requests for review will be received during the year.

The risk assessment developed by Internal Audit is the primary, but not absolute, means by which Internal Audit prioritizes and selects audit projects. There remain other factors that are not considered in the risk assessment. For example, some higher-risk auditable entities are not selected because the projects, systems, and/or contracts are in their infancy, and it would be more suitable to perform an audit after the project, system, and/or contract is better underway. Other higher-risk auditable entities are not selected due to Internal Audit's knowledge of related review activities, such as the Federal Triennial Review, the M2 Triennial Review, and the M2 Ten Year Review. Other subjective factors that affect the selection of audit projects include knowledge about external or regulatory auditor interest, project or program failures or successes, and consideration of the impact on individual departments and/or divisions.

The proposed Audit Plan includes audits to assess and test oversight, contract compliance, and invoice review controls related to contracts with Mott MacDonald LLP for highway project management and planning support services, Cabco Yellow Incorporated for provision of same-day taxi services, Trillium USA Company LLC for maintenance and operation of compressed natural gas facilities, and Mobility Management Partners for travel training services. An audit of oversight and contract compliance related to the State Route 55 Improvement Project is also included in the Audit Plan, as well as audits to assess compliance with the Brown Act and AB 1234 (Chapter 5, Statutes of 2017) provisions, and an audit of cost-sharing agreements with outside agencies for provision of transit services. Finally, operational audits of the construction safety program, bus marketing and promotions,

the Environmental Mitigation Program, warranty administration, the Commuter Club program, and the transit fluid management system have been included.

The Audit Plan also reflects audits of records management and the Enhanced Mobility for Seniors and Individuals with Disabilities program as contingency audits that will be initiated should there be available hours and/or resources prior to the preparation of the OCTA FY 2026-27 Audit Plan.

Each of the planned projects, along with projects carried over from the OCTA FY 2024-25 Audit Plan, is reflected at Appendix B, along with a brief description and the estimated staff hours required to perform the audit.

Conclusion

The OCTA FY 2025-26 Audit Plan seeks to align limited audit resources with risk throughout the organization while considering prior audit effort and other factors, as identified in Appendix A. Internal Audit will continue to refine the risk assessment to include emerging OCTA projects, programs, contracts, and functions. Internal Audit will also continue to assess the risk ratings and weightings to best reflect the risk profile of the organization and to allow the greatest coverage of that risk in the annual audit planning process.

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division / Department/Functional Area / Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
Executive		
Clerk of the Board		
Public Records Requests	Low to Moderate	2022
Form 700 Disclosures	Moderate	2021
Brown Act Compliance	Moderate	
Services of Legal Process	Low to Moderate	
Board of Directors (Board) Compensation and Training	Moderate	2019
Legal Services		
Woodruff & Smart	Moderate to High	2024
Security and Emergency Preparedness		
Continuity of Operations/Emergency Response	Moderate to High	
Emergency Operation Plans	Moderate to High	
Physical Access Security	Moderate to High	2021
Transit Police Services	Moderate	2023
Express Lanes and Motorist Services Programs		
91 Express Lanes		
Master Custodial Agreement	Moderate	2019
Operations and Management	Moderate to High	2025
California Highway Patrol Services	Moderate	
Collections	Moderate	
Building Lease	Low to Moderate	
405 Express Lanes		
Operations and Management	High	
California Highway Patrol Services	Moderate	
Collections	Moderate	
Building Lease	Low to Moderate	
Toll Lanes Integrator Services	Moderate to High	
Motorist Services		
Freeway Service Patrol	Moderate	2022
Call Box Program	Low	
511 Motorist Aid	Low to Moderate	
Public Information Office		
Crisis Communications Plan	Moderate	
Capital Programs		
Highway Projects		
Interstate 5 (I-5) Improvements		
I-5 (between Interstate 405 (I-405) and State Route 55 (SR-55) - Measure M2 (M2) Project B		
I-405 to Yale Avenue	Low to Moderate	
Yale Avenue to SR-55	Low to Moderate	
I-5 (South of El Toro Road) - M2 Project C		
State Route 73 (SR-73) to El Toro Road Landscape	Low to Moderate	
SR-73 to Oso Parkway	Moderate to High	
Oso Parkway to Alicia Parkway	Moderate to High	2024
Alicia Parkway to El Toro Road	Moderate to High	
I-5 Interchange Projects - M2 Project D		
El Toro Road Interchange	Low to Moderate	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
State Route 57 (SR-57) Improvements - M2 Project G		
Orangewood Avenue to Katella Avenue	Moderate	
Lambert Road to Tonner Canyon Road	Low to Moderate	
SR-55 Improvements - M2 Project F		
I-405 to I-5	Moderate to High	
I-5 to State Route 91 (SR-91)	Moderate	
SR-91 Improvements		
Improvements from SR-57 to SR-55 - M2 Project I		
SR-55 to Lakeview Avenue	Moderate	
La Palma Avenue to SR-55	Moderate	
Acacia Street to La Palma Avenue	Moderate	
91 Express Lanes to State Route 241 Toll Connector	Low	
Interstate 605 (I-605)		
Katella Ave Interchange	Moderate	
I-405 Improvements		
Improvements from I-605 and SR-55 - M2 Project K		
Design-Build Contract Management	Moderate to High	2024
Right-of-Way (ROW) Activities and Reporting	Moderate	2022
Program Management Activities	**High**	
Cooperative Agreements	Moderate	
I-405 Improvements between SR-55 and I-5 - M2 Project L	Low to Moderate	
Highway Project Management		
Highway Project Management Support	Moderate to High	
Project Controls	Moderate to High	2025
Real Estate Administration	Moderate	2025
Right-of-Way Operations		
On-Call ROW Services	Moderate to High	2022
On-Call Real Property Appraisals	Moderate to High	2022
Excess Land Sales	Moderate	
Utility Agreements	Moderate	
Facilities Engineering		
Facilities Project Management	Moderate	
Transit Security Operations Center	Moderate to High	
Transit Project Delivery		
Program Management Support: Rail Programs	Moderate to High	
Local Initiatives		
Project S: Go Local Fixed-Guideway Projects		
OC Streetcar Project Construction		
Design and Construction Management	**High**	2022
Construction	**High**	
Cooperative Agreements	Moderate to High	
OC Streetcar Project Management	**High**	2021
OC Streetcar Vehicles	Moderate to High	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
Rail Project Delivery		
Placentia Metrolink Station Project	Moderate	
Anaheim Canyon Station Improvements	Low to Moderate	2023
Orange County Maintenance Facility	Moderate	
Irvine Station Expansion	Low	
Coastal Rail Projects	Moderate to High	
Planning		
M2 Program Management Office	Low to Moderate	
Strategic Planning		
Transportation Planning		
M2 Environmental Mitigation Program		
Program Administration	Moderate	
Land Security	Moderate	
Property Management	Moderate	
Mitigation Monitoring and Reporting	Moderate	
Transit and Non-Motorized Planning		
Bus Facilities Asset Management / Capital Plan	Moderate	
Fleet Outlook / Rollout Plan	Moderate	
Bikeway Master Plans	Low	
Transit Master Plan	Moderate	
Fullerton Park-and-Ride - Development Study	Low to Moderate	
Strategic Initiatives		
Board and Chief Executive Officer Initiatives	Low to Moderate	
Southern California Association of Governments Agreement / Workplan	Low to Moderate	
Geographic Information System Services	Low to Moderate	
Modeling and Traffic Operations	Low to Moderate	
State/Federal Programs		
State/Federal Improvement Program Funding Administration	Moderate	
Annual 5307 Program of Projects	Moderate	
Calls for Projects	Low to Moderate	
Local Programs		
Measure M Eligibility	Moderate to High	
Comprehensive Transportation Funding Programs - Agency Audits (CTFP)	Moderate to High	2023
M2 CTFP Program Eligibility / Call for Projects	Moderate	2021
Oversight and Reporting: CTFP	Moderate	2021
M2 Local Projects		
Project Q - Local Fair Share	**Required**	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
Operations		
Passenger Rail Operations & Metrolink		
ROW Maintenance - Joshua Grading & Excavating	Moderate	2025
Joint Powers Agreement Allocation Southern California Regional Rail Authority	Moderate to High	
Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency Managing Agency Contract	Moderate	
Transit Project Delivery		
OC Streetcar		
Operations and Maintenance Contract	Moderate to High	
Service Planning and Scheduling		
Coach Operator Scheduling	Moderate	
Stops and Zones	Moderate	
Service Change Implementation	Moderate	
Operations Training Program	Moderate	
Bus Operations		
Operator Bidding Process	Moderate to High	2019
Overtime: Scheduled and Unscheduled	Moderate to High	
Field Supervision	Moderate	2025
Central Communications	Moderate to High	
Timekeeping System	Moderate	
Uniform Allowance	Low	
Contracted Services		
Travel Training	Moderate	
OC ACCESS Eligibility	Moderate to High	2023
Regional Center Day Programs	Moderate to High	2023
Specialized Transit Services	Moderate	
Senior Mobility Program		
Locally-Funded	Low to Moderate	
M2-Funded	**Required**	Annual
Senior Non-Emergency Medical Transportation (M2 - Project U)	**Required**	
Contracted Fixed Route Operations	**High**	2025
OC ACCESS Service	**High**	2024
Same-Day Taxi Service - Yellow Cab of North Orange County	Moderate to High	2020
Vanpool Operations	Moderate	2024
OC Flex Operations	Moderate	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
Maintenance		
Rolling Stock and Inventory Contracts		
Bridgestone/Firestone Tire Lease	Moderate	2021
Trillium USA - Operate and Maintain Compressed Natural Gas Stations	Moderate	
Revenue Vehicle Maintenance	Moderate to High	2020
Specialty Shop Maintenance	Moderate	
Fuel Management System	Moderate	
Transit Technical Services	Moderate to High	
Revenue Vehicle Purchase / Acceptance	Moderate	2022
Non-Revenue Vehicle Purchase	Low to Moderate	2022
Maintenance Resource Management	Moderate to High	
Timekeeping	Low to Moderate	
Equipment Assignments and Tracking	Low	
Uniform Rental and Cleaning	Low to Moderate	
Facilities Maintenance	Moderate	2021
Maintenance Training	Low to Moderate	
Electric Vehicle Charging Stations	Moderate	
Finance and Administration		
Project U - Fare Stabilization	Low to Moderate	
Financial Planning and Analysis		
Budget Development and Monitoring	Moderate to High	2025
Comprehensive Business Plan	Moderate	
Transit Performance Metrics	Moderate	
Treasury and Public Finance		
Investments		
Investments: Compliance, Controls, and Reporting	**Required**	
Investment Management Service Contracts	Moderate to High	2024
Endowment Funds	Low	
Transportation Infrastructure Finance and Innovation Act Loan	Moderate	
Accounting and Financial Reporting		
General Accounting	Moderate	
Financial Reporting	**Required**	Annual
Cost Allocation Plan	Low to Moderate	
M2 Accounting and Reporting	**Required**	Annual
Accounts Payable	Moderate to High	2024
Purchasing Cards	Low to Moderate	2024
Corporate Credit Cards	Low	2019
Capital Assets	Moderate	
Pass Sales Program	Low to Moderate	
Payroll Operations	Moderate to High	
Administrative Employee Overtime	Moderate	
Payroll Garnishments	Low	
Petty Cash Funds Administration	Low	
Banking Services	Moderate	2020
National Transit Database	**Required**	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
General Services		
Printing and Reprographics	Low to Moderate	
Records Management	Moderate	
Lease Management	Low to Moderate	
Asset Management and Inventory	Moderate	
Orange County Transportation Authority (OCTA) Policies	Low	
OCTA Store	Moderate	2023
Parking Garage - ABM Parking Services	Low	
Lost and Found	Low to Moderate	2023
OCTA Headquarters	Moderate	
Revenue Administration		
Farebox Revenue Collections and Armored Car Services	Moderate	
Mobile Ticketing Operations	Moderate	2019
Revenue and Revenue Sharing Contracts	Moderate	2024
Grant Administration and Accounting	Moderate to High	
Transportation Development Act	**Required**	Annual
Federal Stimulus Funding	Moderate to High	
Contracts Administration and Materials Management		
Contract Amendments	Moderate	
Independent Cost Estimates	Moderate	2022
Proposal Evaluations	Low to Moderate	
Protests	Low to Moderate	
Small Purchases	Low to Moderate	
Buy America Compliance	**As Required**	
Purchase Order and Blanket Purchase Orders	Moderate	
Maintenance Inventory Management	Moderate	
Warranty Administration	Moderate	
Disadvantaged Business Enterprise Program	Moderate	
Inventory Contracts		
Unleaded Fuel	Moderate	
Renewable Natural Gas Credits Contract	Low to Moderate	2019
Information Systems		
Applications		
Integrated Transportation Management Systems Radio	Moderate to High	
OCTA.net Website	Moderate	
Application Infrastructure	Moderate to High	
Database Systems	Moderate	
Vendor Management	Moderate to High	
Information Technology (IT) Systems and Security (Cybersecurity)	Moderate to High	2023
System Development and Acquisition	Moderate	
Patch Management	Moderate to High	2020
IT Operations (User Management, Authentication, Access Controls)	Moderate to High	
Technology Project Management	Moderate	
Business Continuity/Disaster Recovery	Moderate to High	
Change Management	Moderate	
Payment Card Industry Compliance	Moderate	
Incident Response Program	Moderate	
Asset Management	Moderate	
Operating Systems	Moderate	
IT Contract Services	Moderate	
Switch Data Center	Moderate to High	
Enterprise Asset Management System	Moderate	
Telecommunications	Low to Moderate	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
People and Community Engagement		
Risk Management		
Insurance Program Administration	Moderate	
Liability Claims Management and Subrogation	Moderate to High	2024
Worker's Compensation and Subrogation	Moderate to High	2023
Health, Safety and Environmental Compliance		
Drug and Alcohol Program	Moderate	
Construction Safety / Safety Specifications	Moderate to High	2019
Employee Safety	Moderate to High	
Motor Vehicle and Traffic Safety		
Pull Notice Program	Moderate	2021
National Transit Database Accident Reporting	Low to Moderate	
Environmental Compliance Program		
Storm Water Pollution Prevention Program	Moderate	
Spill Prevention Countermeasure and Control Plan	Moderate	
Hazardous Waste Removal	Moderate	
Air Quality Management District Permitting and Compliance	Moderate	
Underground Storage Tank Removal Program	Moderate	
Safety Management Plan	Moderate	
Internal Communications	Low	
Employment & Compensation		
Separations	Low to Moderate	2020
Extra-Help and Interns	Low to Moderate	
Temporary Staffing	Low to Moderate	2022
Recruitment and Employment	Moderate	2019
Compensation	Moderate	2025
Performance Reviews	Low to Moderate	
Benefits		
Healthcare Plans	Moderate to High	
Coach Operator Healthcare	Moderate	
Maintenance Employee Healthcare	Moderate	
Protected Leave	Moderate to High	
Flexible Benefits	Low to Moderate	2024
Health Savings Account	Moderate	
Orange County Employees Retirement System	Moderate to High	
Teamsters Pension Fund Trust	Low to Moderate	
Employee Assistance Program	Low	
Deferred Compensation Plans	Moderate	
Wellness Program	Low	
Life Insurance Benefit	Low to Moderate	2023
Alternative/Remote Work Program	Low	
Benefit Program Incentives	Low to Moderate	2021
Commuter Club Program	Low to Moderate	
Employee and Labor Relations		
Labor Contracts	Moderate	
Unemployment Claims	Low	
Employee Grievances and Complaints	Low to Moderate	
Equal Employment Opportunity	Moderate	
Title VI Compliance	Moderate	
Medical Exams	Moderate	2020
Americans with Disabilities Act	Moderate	

Orange County Transportation Authority
Internal Audit Department
Risk Assessment by Program/Project/Contract/Function
Fiscal Year 2025-26

Division Department/Functional Area Project/Program/Contract/Function	RISK ASSESSMENT	7 Year Audit History
Training & Development		
Training (Learning Management System)	Low to Moderate	2023
Educational Reimbursements	Low to Moderate	2023
External Affairs		
Marketing and Customer Engagement		
Digital and Creative Services	Low to Moderate	
OCTA Bus Marketing and Promotional Items	Moderate	2019
Bus Advertising Revenue Contracts	Low to Moderate	2023
Rideshare and Vanpool Program	Moderate	
Customer Engagement and Data Analytics		
Data Analytics / Performance Management	Low to Moderate	
In-House Customer Relations	Moderate	
Customer Information Center	Moderate	2023
Reduced Fare Programs	Low to Moderate	
College Pass Program	Moderate	2024
Community Engagement	Low to Moderate	
Public Outreach		
Project Outreach Contract Management		
SR-91	Moderate	
I-5	Moderate	
SR-55	Moderate	
OC Streetcar Project	Moderate to High	2025
I-405 Improvement Project	Moderate to High	
I-5 - El Toro Road	Moderate	
I-5 Central (between SR-55 and SR-57)	Moderate	
Commuter Rail	Moderate	
Planning Studies Outreach	Low to Moderate	
Government Relations		
State and Federal Relations		
Lobbying Contracts	Low to Moderate	2023
Subrecipient Monitoring	Moderate	

Orange County Transportation Authority
Internal Audit Department
Fiscal Year 2025-26 Internal Audit Plan

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours
Mandatory External Independent Audits				
Annual Financial Audits and Agreed-Upon Procedures (AUP) Reviews	FY26-001 through FY26-005	Coordinate and report on annual financial and compliance audits and AUP reviews for FY 2024-25.	Financial	420
External Regulatory Audits	FY26-006	Coordinate and report on audits by regulators or funding agencies.	Compliance	80
Internal Audit Department Projects				
Risk Assessment and Annual Audit Plan	FY26-100	Preparation of the annual audit plan, quarterly updates to the audit plan, and periodic assessment of risk throughout the year.	Audit Plan and Updates	180
Quality Assurance and Self-Assessment	FY26-101	Update of Internal Audit Policies & Procedures to reflect Generally Accepted Government Auditing Standards (GAGAS). Ongoing Quality Management activities required by GAGAS.	Quality Assurance	160
Fraud Hotline Activities	FY26-102	Administrative duties related to maintenance of the Orange County Transportation Authority (OCTA) Fraud Hotline and work related to investigations of reports of fraud, waste, or abuse.	Fraud Hotline	120
Peer Review	FY26-103	Participate in peer reviews of other internal audit agencies in exchange for reciprocal credit towards required peer reviews of OCTA's Internal Audit Department.	Peer Review	60
Automated Workpaper Solution	FY26-104	System updates/training related to automated workpaper solution.	Workpaper System	30
Internal Audits				
Organization-Wide				
Brown Act Compliance	FY26-5XX	Assess and test controls to ensure compliance with Brown Act requirements, including notice and agenda posting requirements, conduct of meetings, closed session, public participation, and recordkeeping requirements.	Compliance	220
Board of Directors (Board) Compensation, Mileage Reimbursement, and Training	FY26-5XX	Assess and test procedures and recordkeeping processes evidencing compliance with AB 1234 (Chapter 5, Statutes of 2017).	Compliance	220

Orange County Transportation Authority
Internal Audit Department
Fiscal Year 2025-26 Internal Audit Plan

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours
Express Lanes Program				
Toll Lanes Integrator System	FY26-5XX	Assess and test oversight, contract compliance, and invoice review controls related to the contract with Kapsch Trafficom USA, Inc. for the design, implementation, installation, operation, and maintainance of a toll collection system for the existing 91 Express Lanes and the 405 Express Lanes.	Internal Control / Compliance	280
People and Community Engagement				
Commuter Club	FY26-5XX	Assess and test controls in place to ensure compliance with policies and procedures related to this employee benefit program.	Operational	180
Construction Safety	FY26-5XX	Assess and test policies, procedures, and controls related to the Construction Safety Program function.	Operational	260
Public Outreach - OC Streetcar	FY25-512	Assess and test overisght controls, contract compliance, and invoice review controls related to agreements for public outreach for the OC Streetcar Project.	Internal Control / Compliance	8
OCTA Bus Marketing and Promotions	FY26-5XX	Assess and test controls over bus marketing and promotions operations, including procurement and oversight of firms providing services.	Operational	280
Capital Programs				
Project Management and Planning Support	FY26-5XX	Assess and test oversight controls, contract compliance, and invoice review controls related to contracts with Mott MacDonald, LLP for project management and planning support.	Internal Control / Compliance	240
State Route 55 Improvements: Interstate 405 to Interstate 5	FY26-5XX	Assess and test project administration, oversight controls, and contract compliance.	Internal Control / Compliance	300
Planning				
Environmental Mitigation Program		Assess and test controls and compliance with contract agreements for property management, monitoring, and/or reporting relating to the program.	Internal Control / Compliance	280

Orange County Transportation Authority
Internal Audit Department
Fiscal Year 2025-26 Internal Audit Plan

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours
Operations				
Right-of-Way (ROW) Maintenance	FY25-515	Assess and test the adequacy and effectiveness of controls related to maintenance of the railroad ROW and the contract with Joshua Grading and Excavating, Incorporated.	Operational	160
Same-Day Taxi Services	FY26-5XX	Assess and test adequacy of oversight, compliance, and invoice review controls related to the agreement with Cabco Yellow, Incorporated for provision of same-day taxi services.	Internal Control / Compliance	240
Travel Training	FY26-5XX	Assess and test oversight, invoice review, and contract compliance controls related to the agreement with Mobility Management Partners for provision of travel training services.	Internal Control / Compliance	240
Special Transit Services	FY26-5XX	Assess and test controls related to cost-sharing agreements with agencies for provision of transit services to seniors/OC ACCESS-eligible individuals.	Internal Control / Compliance	320
Fluid Management System		Assess and test controls in place for the dispensing of fuel and other consumables, as well as mileage monitoring, utilizing the Fleetwatch Fluid Management System.	Operational	240
Compressed Natural Gas Station: Maintenance and Operations	FY26-5XX	Assess and test oversight, invoice review, and contract compliance controls related to the contract with Trillium USA Company, LLC for provision of operation and maintenance of fueling facilities.	Operational	240
Finance and Administration				
Budget Development and Monitoring	FY25-514	Assess and test controls over budget development, monitoring, and reporting.	Operational	8
Treasury	FY26-5XX	Semi-annual audit of investments: compliance, controls, and reporting.	Compliance	360
Warranty Administration	FY25-516	Assess and test controls in place for identifying, tracking, and recording of warranty repairs and credits.	Operational	220
Price Reviews	PR26-5XX	As requested by the Contracts Administration and Materials Management (CAMM) Department, apply AUP to sole source, single bid, and architectural and engineering firm proposals.	Price Review	500
Buy America	FY26-5XX	As requested by the CAMM Department, apply AUP to determine compliance with Buy America requirements.	Buy America	260

Orange County Transportation Authority
Internal Audit Department
Fiscal Year 2025-26 Internal Audit Plan

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours
Unscheduled Reviews and Special Requests				
Unscheduled Reviews and Special Requests	FY26-800	Time allowed for unplanned audits and requests from the Board or management.	Varies	180
Monitoring Activities				
Measure M2 Taxpayer Oversight Committee (TOC)	FY26-601	Coordination of audit activities on behalf of the Audit Subcommittee of the TOC.	Administrative Support	50
Capital Asset Inventory Observation	FY26-602	At the request of the Finance and Administration Division, observe and apply limited procedures related to bi-annual capital asset inventory counts.	Non-Audit Service	80
Follow-Up Reviews				
Follow-Up Reviews and Reporting	FY26-700	Follow-up on the status of management's implementation of audit recommendations.	Follow-Up	325
			Total Audit Project Planned Hours (A)	**6,741**

Orange County Transportation Authority
Internal Audit Department
Fiscal Year 2025-26 Internal Audit Plan

Audit Activity	Project Number	Description	Primary Audit Type	Planned Staff Hours
Internal Audit Administration				
Board and Committee Meetings				180
Executive Steering and Agenda Setting Meetings				170
Internal Audit Staff Meetings				150
Other Administration				1,500
			Total Hours (B)	**8,741**
			Department Target Efficiency (A/B)	75%
			Target Efficiency - Professional Staff	80%
Contingency Audits: Internal				
Records Management	FY26-5XX	Assess and test the adequacy of recordkeeping practices.		
Enhanced Mobility for Seniors and Individuals with Disabilities Program	FY26-5XX	Audit program design, award and execution of grants, as well as activities and reimbursements.		

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Project Controls, Internal Audit Report 25-513

Finance and Administration Committee Meeting of June 25, 2025

Present: Directors Federico, Go, Harper, Hennessey, Leon, Sarmiento, and Tettemer
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Direct staff to implement one recommendation provided in Project Controls, Internal Audit Report No. 25-513.

June 25, 2025

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Janet Sutter, Executive Director
Internal Audit

Subject: Project Controls, Internal Audit Report 25-513

Overview

The Internal Audit Department of the Orange County Transportation Authority has completed an audit of the Project Controls function within the Capital Programs Division. Based on the audit, project changes are properly documented and approved, invoices are properly reviewed and approved, and project master schedules, monthly progress reports, and capital action plans are timely prepared and distributed. One recommendation has been made to improve verification of consultant-billed labor hours.

Recommendation

Direct staff to implement one recommendation provided in Project Controls, Internal Audit Report No. 25-513.

Background

Project Controls (PC) acts as an essential support function to the Capital Programs Division by developing and monitoring project schedules, budgets, and progress reports for the various capital improvement projects, and by performing detailed reviews of consultant invoices to support documentation prior to review and authorization for payment by management.

Program management procedures establish program control practices and outline key responsibilities of PC and project management staff. PC staff compiles and distributes project master schedules and monthly progress reports, reviews and approves project change requests, performs review of consultant invoices, and prepares capital action plan reports that are presented to the Board of Directors (Board) on a quarterly basis.

The Capital Action Plan (CAP) report presented to the Board on February 10, 2025, reflected 35 Measure M2-funded projects and four freeway projects, totaling approximately $6.28 billion. The CAP also included the status of nine grade separation projects totaling $0.73 billion, and 13 rail and station projects totaling $1.17 billion.

Discussion

Staff should obtain timesheets to verify the accuracy of labor hours billed. Acceptance of manually prepared, summary-level labor hour reports increases the risk of overpayments and decreases the ability for project managers to assess the reasonableness of the hours being charged. PC management indicated they accept directions from individual project managers as to what is acceptable support for labor hours billed. Internal Audit recommended PC staff require timesheets to support labor hours billed and require Capital Programs Executive Director approval, rather than individual project manager approval, for exceptions to invoice review requirements. Management agreed and will implement the recommendation.

Summary

Internal Audit has completed an audit of the PC function within the Capital Programs Division and has offered one recommendation for improvement.

Attachment

A. Project Controls, Internal Audit Report No. 25-513

Prepared by:

Gabriel Tang
Principal Internal Auditor
714-560-5746

Approved by:

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT

OCTA

Project Controls

Internal Audit Report No. 25-513

June 10, 2025



Performed by: Gabriel Tang, CPA, Principal Internal Auditor
Janet Sutter, CIA, Executive Director

Distributed to: Jim Beil, Executive Director, Capital Programs
Neepa Shah, Senior Manager, Project Controls

ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Project Controls
June 10, 2025

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ORANGE COUNTY TRANSPORTATION AUTHORITY
INTERNAL AUDIT DEPARTMENT
Project Controls
June 10, 2025

Conclusion

The Internal Audit Department (Internal Audit) of the Orange County Transportation Authority (OCTA) has completed an audit of Project Controls (PC). Based on the audit, project changes are properly documented and approved, invoices are properly reviewed and approved, and project master schedules, monthly progress reports, and capital action plans are timely prepared and distributed. One recommendation has been made to improve verification of consultant-billed labor hours.

Background

PC acts as an essential support function to the Capital Programs Division by developing and monitoring project schedules, budgets, and progress reports for the various capital improvement projects and by performing detailed reviews of consultant invoices to support documentation prior to review and authorization for payment by management.

Program management procedures establish program control practices and outline key responsibilities of PC and project management staff. Project master schedules are tracked and monitored within the Primavera system. PC staff compile project master schedules and prepare and distribute monthly progress reports for all active projects. The monthly progress reports provide summary data on the status of projects and highlight any changes made to project scope, budget, and/or schedule. Project managers request changes to the scope, budget, or schedule of a project using a Project Change Request form, which requires approval by the Capital Programs Director or Executive Director.

PC staff also perform reviews of invoices from highway project consultants and contractors, as well as invoices from OC Streetcar environmental and construction management consultants. Invoice reviews are documented using an Invoice Review Checklist which outlines items that are reviewed in accordance with the invoice review procedures, and includes the signatures of the staff involved, the appropriate account coding, and approval signatures as required by established payment authorization limits.

The Capital Action Plan (CAP) report is a summary of project master schedule information that is maintained and updated by the PC manager. The CAP is prepared and submitted quarterly to the Board of Directors (Board) at the first meeting in the second month following the status period cut-off.

The CAP presented to the Board on February 10, 2025, reflected 35 Measure M2 (M2) and four non-M2 freeway projects totaling approximately $6.28 billion. The CAP also includes the status of nine grade separation projects totaling $0.73 billion, and 13 rail and station projects totaling $1.17 billion.

Objectives, Scope, and Methodology

The objectives were to assess and test operations of the PC function within the Capital Programs Division.

The methodology consisted of testing project change requests to determine proper documentation and approval in accordance with program management procedures, testing project master schedules and monthly progress reports to assess timeliness of preparation and distribution, testing quarterly CAP reports to the Board to assess timeliness and accuracy, and testing of payments to determine compliance with procedures, evidence of review, accuracy of review, and timeliness of payments.

The scope included all project change requests, monthly project master schedules, and monthly progress reports issued, and all quarterly CAP reports presented to the Board during the period July 1, 2022, through February 28, 2025. The scope also included verification of monthly report distribution emails during the period from March 1, 2023 through February 28, 2025. The scope also included a judgmental sample of invoices paid during the period from July 1, 2022 through March 31, 2025. The judgmental sample was selected to provide coverage of different types of projects. Since the sample was non-statistical, any conclusions are limited to the sample items tested. The scope did not include invoice reviews for OC Streetcar or rail/station projects that are performed by consultants reporting to the relevant project management group. The scope also did not include invoices from Mott MacDonald, LLP, as the contracts for their services are included in the audit plan as a separate audit.

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

Audit Comment, Recommendation, and Management Response

Labor Cost Support

Staff should obtain time sheets to verify the accuracy of labor hours billed.

Testing identified two consultants that submit summary-level labor hour reports, rather than timesheets, to support labor hours billed. The summary-level payroll reports provided by one consultant are manually prepared, rather than system-generated. Acceptance of manually prepared, summary-level labor hour reports increases the risk of overpayments and decreases the ability for project managers to assess the reasonableness of the hours being charged.

Management stated that they accept directions from individual project managers as to what is acceptable support for labor hours billed.

Recommendation 1:

Internal Audit recommends staff obtain timesheets to support labor hours charged. Since PC functions as an independent control function, any exceptions to invoice review requirements should require approval of the Capital Programs Executive Director, rather than individual project managers.

Management Response:

Management agrees with the recommendation. While the current contract language for the two tested contracts does not explicitly mandate submission of timesheets with invoices, management recognizes the importance of this documentation for accountability and verification purposes. Under existing invoice review procedures for the Capital Programs Division, large consulting firms utilizing electronic timesheets and job-costing systems are allowed to submit automated payroll summary billing information. In alignment with the audit recommendation, PC staff will require vendors, consultants and their sub-consultants to submit timesheet backup with all future invoice submissions to support the accuracy of summary level labor hours invoiced.

Furthermore, PC serves as an independent control function and any exceptions to invoice review requirements will be elevated for approval by the Executive Director.

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Fiscal Year 2024-25 Third Quarter Budget Status Report

Finance and Administration Committee Meeting of June 25, 2025

Present: Directors Federico, Go, Harper, Hennessey, Leon, Sarmiento, and Tettemer
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Receive and file as an information item.

June 25, 2025

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Fiscal Year 2024-25 Third Quarter Budget Status Report

Overview

Orange County Transportation Authority staff have implemented the fiscal year 2024-25 budget. This report summarizes the material variances between the budget and actual revenues and expenses through the third quarter of fiscal year 2024-25.

Recommendation

Receive and file as an information item.

Background

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2024-25 Budget on June 24, 2024. The approved budget itemized the anticipated revenues and expenses necessary to deliver OCTA's transportation programs and projects.

The balanced budget as approved by the Board in June was $1,756.6 million. Sources of funds were comprised of $1,403.8 million in current FY revenues and $352.8 million in use of prior year designations. Uses of funds were comprised of $1,660.1 million of current FY expenditures and $96.5 million of designations.

The Board has approved two amendments through the third quarter, increasing the expense budget by $39.9 million. This increased the budget to $1,796.5 million as summarized in Table 1 on the following page.

Table 1 - Working Budget

Date	Description	Amount*
7/1/2024	Adopted Budget	$ 1,756,583
8/12/2024	New Administrative Headquarters	54,500
1/27/2025	405 Express Lanes Toll Revenue/Designations	(14,627)
	Subtotal Amendments	*39,873*
	Total Working Budget	**$ 1,796,456**

*in thousands

Discussion

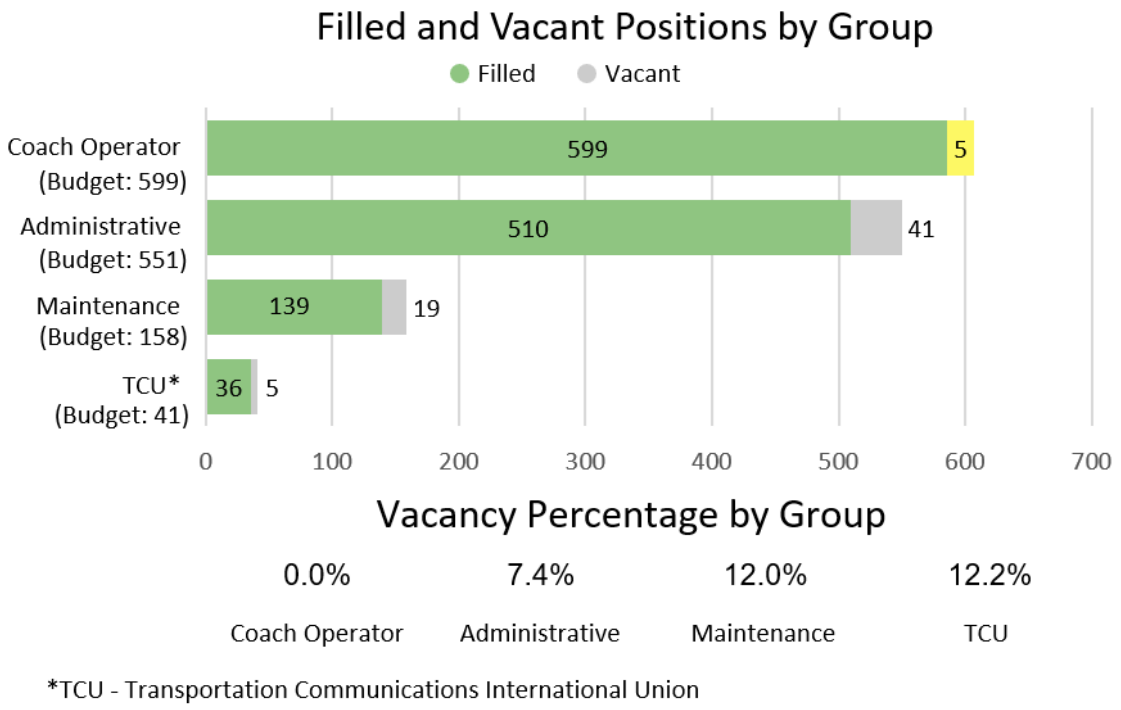
Staff monitors and analyzes revenues and expenditures versus the working budget. This report provides a summary level overview of staffing levels and explanations for material budget to actual variances within each pertinent OCTA program. The OCTA programs include Bus, Regional Rail, Express Lanes, Motorist Services, and Measure M2 (M2). A visual dashboard summary of this report is provided in Attachment A.

Unless indicated on an individual chart, the general color pattern used is outlined below:

- Gray – Budget
- Green – Within budget
- Yellow – Within five percent variance of budget
- Red – Over five percent variance of budget

Staffing

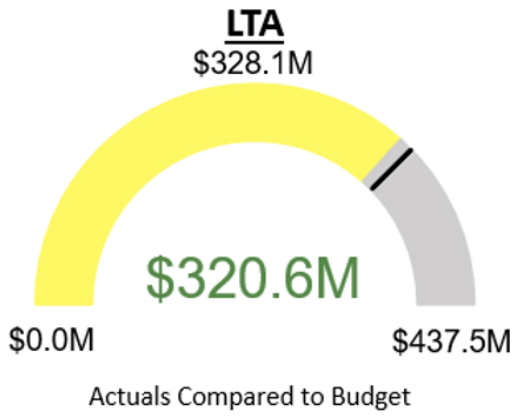
Total salaries and benefits were $6.5 million under the budget of $162 million. This is primarily due to staffing vacancies agency wide; vacancy details are provided in the graph below. Coach operator positions were slightly over the budgeted amount due to lower attrition than anticipated when the budget was developed.

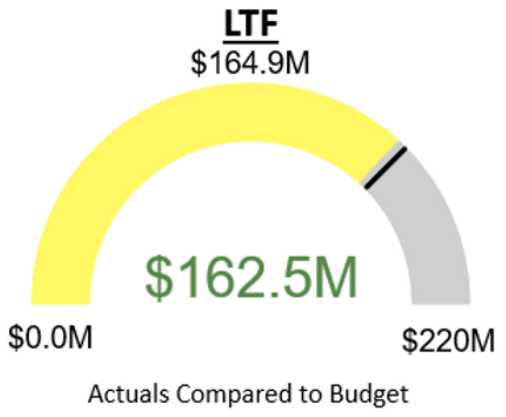


*TCU - Transportation Communications International Union

Sales Tax Receipts

The charts below provide a FY snapshot for both the Local Transportation Authority (LTA) M2 Program and Local Transportation Fund (LTF) Bus Program sales tax revenues against the budget. Sales tax receipts closely aligned to the budget through the third quarter. LTA sales tax receipts of $320.6 million were $7.5 million lower than the budget and LTF sales tax receipts of $162.5 million were $2.4 million lower than the budget.

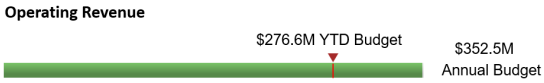


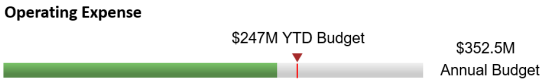


Major Programs

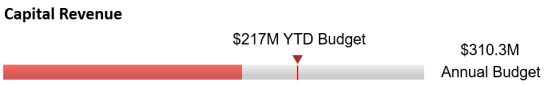
Bus Program

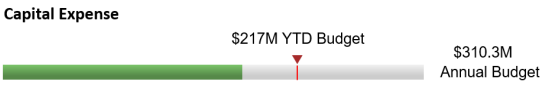






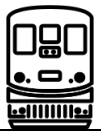
Bus Program operating revenue of $351.8 million was $75.2 million above budget. This was due to the timing of federal operating assistance grant revenues anticipated in FY 2023-24 but received in FY 2024-25. Bus Program operating expenses of $230.2 million were $16.8 million under the budget. This is primarily due to lower than anticipated expenditures on recurring as-needed services and supplies, such as fuel, maintenance services, and professional services, which can vary based on need.





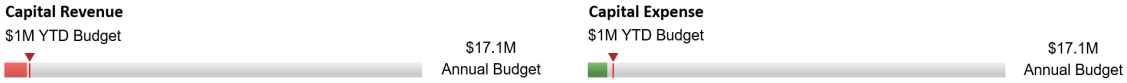
Bus Program capital revenue and expenses of $176.4 million were $40.6 million lower than the budget. This was due to capital revenues that were anticipated to be reimbursed based on current year capital expenses. Capital expenses were lower than budgeted primarily due to the timing of the purchase of six new 60-foot articulated electric buses that are now anticipated in FY 2025-26. Additionally, expenses for the Transit Security and Operations Center have been less than anticipated due to timing of design and construction costs. Lastly, the fare collection replacement project contract which was originally anticipated to be executed in the third quarter will now take place in the fourth quarter.

Regional Rail Program



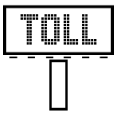


Regional Rail Program operating revenue of $67.7 million was $22.5 million higher than the budget. This was due to SB 125 (Chapter 54, Statutes of 2023) funds that were received in the second quarter but anticipated to be received in the fourth quarter. Rail operating expenses were $2.1 million lower than budgeted. This was due to the timing of invoicing for the operating subsidy; expenses are anticipated to align to the budget by the end of the FY.



Regional Rail Program capital revenue of $0.9 million was $0.1 million under budget. This was due to less than anticipated revenue reimbursements based on lower capital expenses through the third quarter. Rail capital expenses came in $0.2 million lower than budgeted. This was due to the timing of invoices for the Cyprus Shore Slope Rehabilitation Project; staff anticipates that the underrun will continue through the end of the FY.

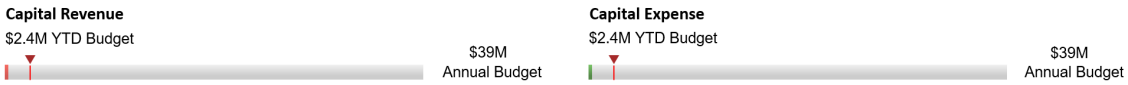
91 Express Lanes Program





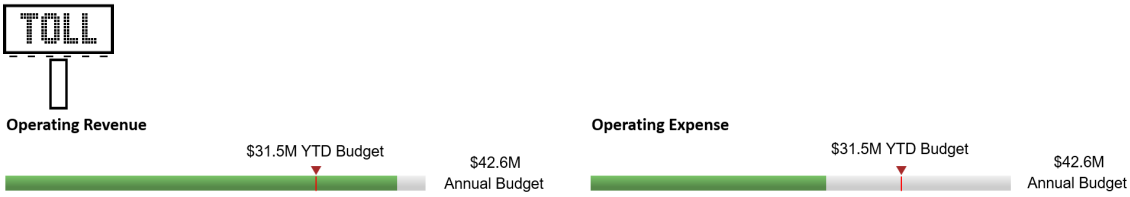
The 91 Express Lanes Program operating revenue of $64.8 million exceeded the budget by $17.3 million, primarily due to larger than anticipated revenue from toll violations, interest income, and higher trip volumes than anticipated during budget development. Operating expenses of $11.4 million were $3.9 million lower than the budget of $15.3 million, primarily due to engineering and support services for the Toll Gantries Infrastructure Project, as well as the timing and

utilization of maintenance services and as-needed contracted professional services.



The 91 Express Lanes Program capital revenue and expenses of $0.4 million came in $2 million under budget. This was primarily due to the timing of invoicing for the Closed-Circuit Television Upgrade Project, which is anticipated to occur in the fourth quarter. Additionally, the Electronic Toll and Traffic Management System Project's final milestone payment is anticipated to be made at the beginning of FY 2025-26, so the underrun will continue through the end of FY 2024-25.

405 Express Lanes Program



The 405 Express Lanes Program operating revenue of $39.7 million was $8.2 million over budget, primarily due to higher than anticipated toll violation revenues. Operating expenses of $23.9 million were $7.6 million lower than the budget of $31.5 million, primarily due to invoice timing differences for work on the back-office system. It is anticipated that expenditures will align with the budget this FY.

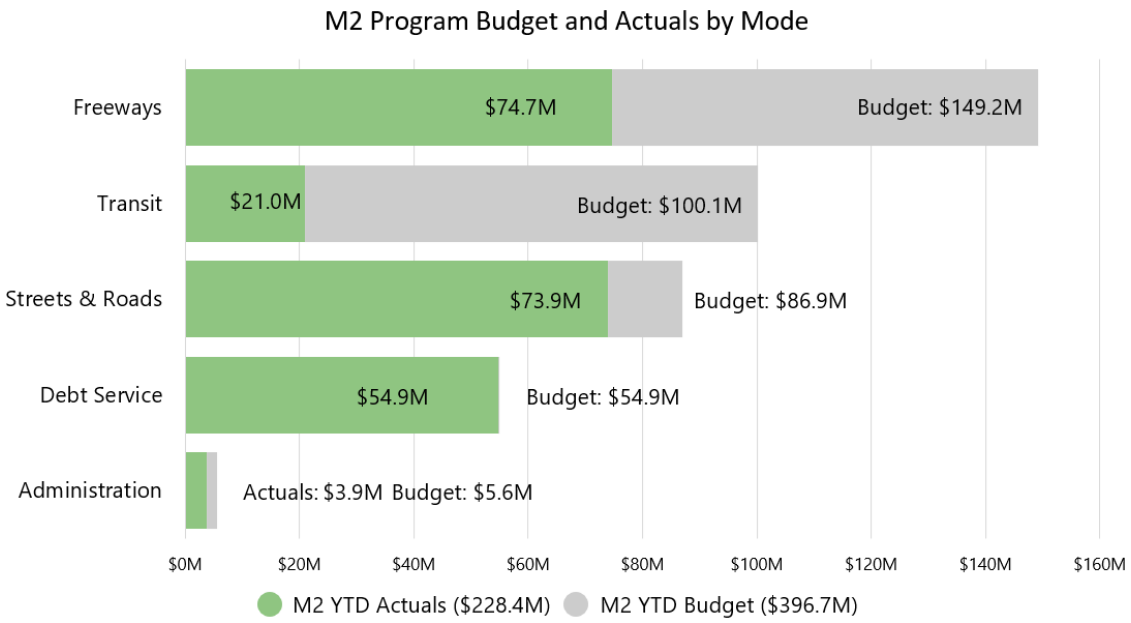
Motorist Services Program





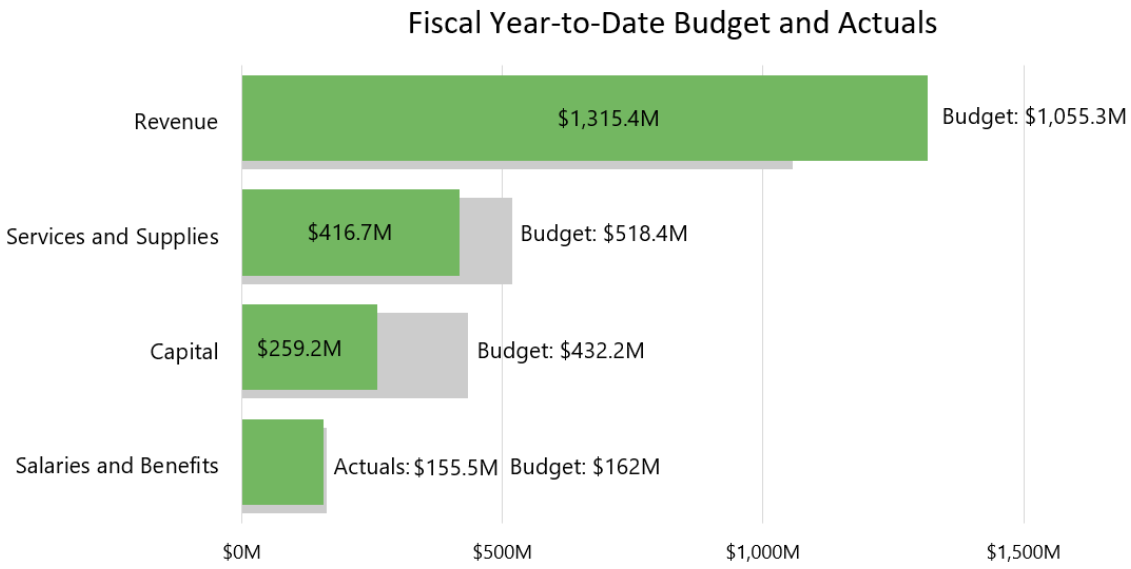
Motorist Services Program operating revenue and expenses of $6.2 million were $0.5 million lower than the budget. The underrun in expense is based on lower than budgeted contracted tow service costs for Freeway Service Patrol. The underrun in revenue is directly tied to the amount of revenue needed to fund expenditures.

M2 Program



Total actual expenses of $228.4 million for the M2 Program were $168.3 million lower than the budget, primarily due to the timing of OC Streetcar construction expenses ($73.1 million). Additionally, the timing of construction and right-of-way (ROW) payments for freeway projects including the Interstate 5 (I-5) to El Toro Road Freeway Project ($61.4 million), State Route 57 (SR-57) Project ($1.9 million), and Interstate 605 (I-605) to Katella Avenue ($1.7M) contributed to the underrun. Also contributing to the variance are lower than anticipated expenses for the Local Fair Share programs ($8.1 million).

Summary



Overall, revenue of $1,315.4 million was $260.1 million over budget. This was primarily due to reimbursement of Transit and Intercity Rail Capital Program funding related to construction expenses incurred in prior years for the OC Streetcar Project. Additionally, federal operating assistance grant revenues anticipated in FY 2023-24 but received in FY 2024-25 and higher than anticipated toll revenues contributed to the variance.

Operating expenses of $416.7 million were $101.7 million under budget, primarily due to the timing of expenses for freeway services, contributions to Orange County, cities, and local agencies for the Local Fair Share programs. Additionally, as-needed services and supplies as well as professional services contributed to the underrun.

Total OCTA capital expenses of $259.2 million were $173 million under budget, primarily due to the timing of OC Streetcar construction expenses and the timing of construction and ROW expenses for the I-5 to El Toro Road Freeway Project, State Route 91 freeway improvements, and SR-57 Project.

Salaries and benefits of $155.5 million underran the budget by $6.5 million. This was primarily due to staffing vacancies in the administrative group.

Attachment

A. Fiscal Year 2024-25 Third Quarter Budget Status Summary

Prepared by:



Victor Velasquez
Department Manager,
Financial Planning and Analysis
(714) 560-5592

Approved by:



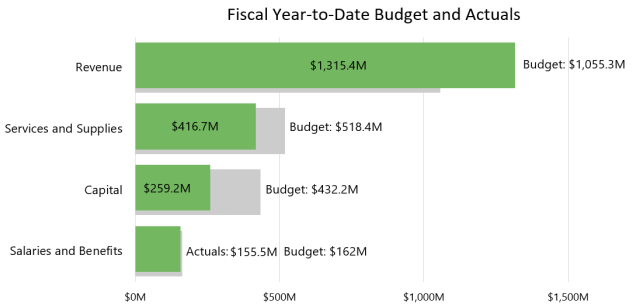
Andrew Oftelie
Chief Financial Officer,
Finance and Administration
(714) 560-5649

ATTACHMENT A

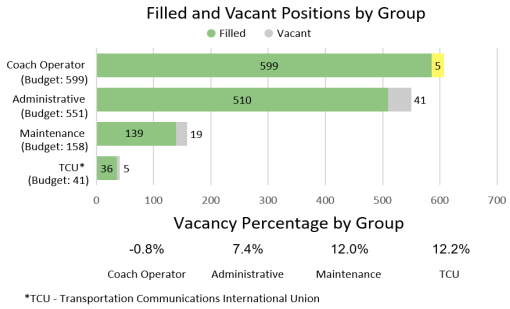
Fiscal Year 2024-25 Third Quarter Budget Status Summary

Budget · Within Budget · Within 5% Variance · Over 5% Variance

Total Authority



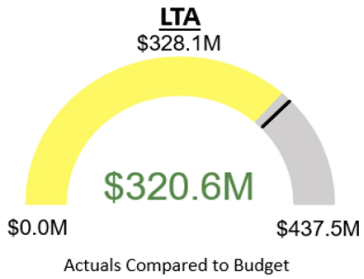
Staffing



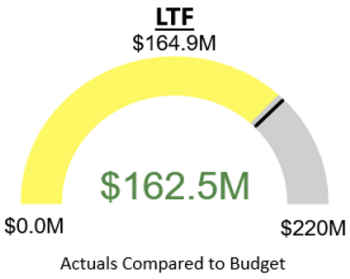
*TCU - Transportation Communications International Union

Sales Tax Receipts

Local Transportation Authority (LTA)



Local Transportation Fund (LTF)



Major Operating Programs

Year-to-Date (YTD)

Bus Program

Operating Revenue
$276.6M YTD Budget
$352.5M Annual Budget

Operating Expense
$247M YTD Budget
$352.5M Annual Budget

Capital Revenue
$217M YTD Budget
$310.3M Annual Budget

Capital Expense
$217M YTD Budget
$310.3M Annual Budget

Regional Rail Program

Operating Revenue
$45.2M YTD Budget
$76.7M Annual Budget

Operating Expense
$45.2M YTD Budget
$76.7M Annual Budget

Capital Revenue
$1M YTD Budget
$17.1M Annual Budget

Capital Expense
$1M YTD Budget
$17.1M Annual Budget

91 Express Lanes Program

Operating Revenue
$47.5M YTD Budget
$86.3M Annual Budget

Operating Expense
$15.3M YTD Budget
$86.3M Annual Budget

Capital Revenue
$2.4M YTD Budget
$39M Annual Budget

Capital Expense
$2.4M YTD Budget
$39M Annual Budget

405 Express Lanes Program

Operating Revenue
$31.5M YTD Budget
$42.6M Annual Budget

Operating Expense
$31.5M YTD Budget
$42.6M Annual Budget

Motorist Services Program

Operating Revenue
$6.7M YTD Budget
$12.2M Annual Budget

Operating Expense
$6.7M YTD Budget
$12.2M Annual Budget

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Competitive Grant Programs - Update and Recommendations

Regional Transportation Planning Committee Meeting of July 7, 2025

Present: Directors Federico, Go, Harper, Klopfenstein, Foley, and Tavoularis
Absent: Director Stephens

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

A. Approve one scope modification request from the City of Yorba Linda for the Connect Savi Ranch Project funded through the 2023 Orange County Complete Streets Program.

B. Authorize staff to request that the Southern California Association of Governments make all necessary amendments to the Federal Transportation Improvement Program.

C. Authorize the Chief Executive Officer, or his designee, to negotiate and execute any required agreements or amendments to facilitate the recommendation above.

OCTA

July 7, 2025

To: Regional Transportation Planning Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Competitive Grant Programs – Update and Recommendations

Overview

The Orange County Transportation Authority provides competitive grants to local jurisdictions and non-profit agencies beyond those provided through Measure M2 using various federal, state, and local transportation funding programs. The Orange County Transportation Authority also directly applies for federal, state, and local competitive grant programs to support Orange County Transportation Authority-led projects. Staff has prepared an overview and status update for local jurisdiction projects that have received funds, recent grant pursuits and awards for Orange County Transportation Authority projects, and recommendations for changes to grant terms for local jurisdiction projects.

Recommendations

A. Approve one scope modification request from the City of Yorba Linda for the Connect Savi Ranch Project funded through the 2023 Orange County Complete Streets Program.

B. Authorize staff to request that the Southern California Association of Governments make all necessary amendments to the Federal Transportation Improvement Program.

C. Authorize the Chief Executive Officer, or his designee, to negotiate and execute any required agreements or amendments to facilitate the recommendation above.

Background

The Orange County Transportation Authority (OCTA) issues periodic calls for projects (call) using non-Measure M2 (M2) federal, state, and local funds to help local jurisdictions and non-profits meet a variety of transportation needs.

The calls include the Orange County Complete Streets Program (OCCSP), Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) Program, Pavement Management Relief Funding (PMRF) Program, Bicycle Corridor Improvement Program (BCIP), and Arterial Pavement Management (APM) Program.

OCTA typically issues a Complete Streets call, such as the OCCSP or the BCIP, every two to three years. Similarly, the EMSD is also a regular call which is issued every two to three years. The calls addressing pavement management, PMRF, and APM are issued on an ad hoc basis but have typically occurred using one-time state or federal funding at least every three to four years. Each program has a primary focus or goal, as noted in the table below.

OCTA Program	Primary Program Goal	Program Fund Source
OCCSP	Support development of accessible and safe streets that accommodate a variety of transportation modes	STBG and/or CMAQ
EMSD	Support services provided to seniors and individuals with disabilities	Non-M2 local transit funds
PMRF	Support pavement management needs	Federal Coronavirus Response and Relief Supplemental Appropriations Act Highway Infrastructure Program funds and State Highway Account funds
BCIP	Support the development of Orange County's bicycle network	Federal CMAQ funds
APM	Support pavement management needs – replaced by PMRF	Federal STBG funds

In addition to these directly issued calls, OCTA also supports local jurisdictions pursuing federal and state earmarks or grants from state and federal sources such as the Active Transportation Program regional component through SCAG and the California Transportation Commission (CTC). OCTA may partner with local jurisdictions to seek external funds when combining multiple projects into a single application to increase the chances of being awarded.

OCTA directly competes in federal, state, and local transportation funding opportunities through various discretionary funding programs to support Board of Director's (Board)-approved priority planning, capital, and operating needs. Securing funding through these programs is consistent with the programming

policies and helps preserve M2 and more flexible local funding sources, allowing OCTA to advance a greater number of priority projects. Current priority projects, identified by the Board through approved planning documents, include the Coastal Rail Infrastructure Resiliency, the transition to Zero-Emission Bus (ZEB), Olympic Readiness projects, Metrolink Locomotive Replacement, Track and Structures, Metrolink Operations, OC Connect Garden Grove to Santa Ana Rails-to-Trails, and OC Loop. Identifying priority projects in advance of funding opportunities and securing Board approval positions OCTA to readily pursue new funding opportunities as they are made available. Every discretionary grant award is presented to the Board for formal acceptance.

Discussion

Since 2010, the Board has approved $215.2 million in non-M2 local, state, and federal funds to Orange County local jurisdictions and non-profits through 11 calls. This has supported 260 transportation projects including active transportation, street rehabilitation, mobility options for seniors and individuals with disabilities, and streets and roads enhancement/landscaping activities. As of the drafting of this report, 187 projects which have received $95.4 million in non-M2 funds, are considered fully complete and closed out. The specific status of these completed projects is no longer tracked in the report. The table below reflects the status of active projects and their respective phases of work and phases of work that were completed in this reporting cycle. Currently, $119.7 million in awarded funds are supporting a total of 119 phases of work through the OCCSP, EMSD, PMRF, BCIP, and APM funding programs.

A summary of the current awarded project phases is provided in the table below, and additional details on the status of active projects are provided in Attachment A. The proposed project amendments and recommendations are consistent with all current programming requirements.

Phase of Work/ Status	PLAN	ENV	DES	ROW	CON	Total Phases
Planned	0	6	5	8	58[1]	77
Started	2	9	14	1	16[2]	42
Subtotal	2	15	19	9	74	119
Completed	0	0	0	0	24	24[3]
Total	2	14	17	7	98	143
Cancelled	0	0	0	0	0	0

Notes and abbreviations:
1. Includes 14 planned EMSD Capital and 13 planned EMSD Operating projects.
2. Includes 1 Started EMSD Operating project.
3. Reflects only those project phases that were completed during this reporting cycle.

BCIP projects may have more than one phase of work.

Planned – Indicates that the funds for this phase have not been obligated, or a contract has not yet been executed.	
Started – Indicates that the funds for this phase have been obligated or a contract has been executed.	
Completed – Indicates that the work related to this phase is complete.	
CON – Construction (Includes EMSD capital and operating projects)	
DES – Design	PLAN – Plan
ENV– Environmental	ROW – Right-of-way

Project Amendments

Staff regularly meets with local jurisdictions to review the status of projects funded through OCTA programs. During the most recent project review, the City of Yorba Linda (Yorba Linda) requested a scope modification for the Connect Savi Ranch Project that is funded through the OCCSP, approved by the Board on November 22, 2021.

The Connect Savi Ranch Project includes a Class I multi-use path and Class IV bikeway improvements along Mirage Street, Old Canal Road, Savi Ranch Parkway, and Yorba Linda Boulevard, connecting to the Santa Ana River Trail for improved regional bicycle access. Yorba Linda has requested OCTA's approval to modify the limits of the project by removing the portion of the trail that crosses over the Santa Ana River on the Yorba Linda Boulevard bridge. This change reduces the current scope of work and defers work on the bridge segment to a future phase. The remaining improvements remain fully functional and independent, and this adjustment is intended to streamline delivery and ensure the project meets its federal construction obligation deadline. The bridge trail segment will be revisited once additional environmental and funding considerations can be addressed.

Following OCTA Board consideration, staff will recommend this project scope change through the Federal Transportation Improvement Program amendment process to SCAG. The final approval will be subject to SCAG concurrence consistent with the project selection process for CMAQ-funded projects. If this requested action is not approved, staff will report back to the Board in the next report cycle. Additional details on the requested amendment are provided in Attachment B.

Discretionary Funding Update

In February 2025, staff presented updates to the Board on OCTA grant pursuits, highlighting the submission of seven grant applications in fiscal year 2024-25 and the award of $305.7 million in awards including the following for the Coastal Rail Infrastructure Resiliency Project (Project):

- $80 million through the SB 1 (Chapter 5, Statutes of 2017) Trade Corridor Enhancement Program – CTC

- $100 million through the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program – Federal Railroad Administration (FRA)
- $125 million through the Transit and Intercity Rail Capital Program Cycle 7 – California Transportation Agency

Following acceptance of the CRISI Program and state awards last December, OCTA began work on Areas 1 and 2 of the Project to avoid further delays along the corridor. However, this work proceeded prior to receiving formal National Environmental Policy Act (NEPA) clearance and formal pre-award authority from the FRA. As a result, approximately $3.2 million in incurred costs from Area 1 may be ineligible for reimbursement. Since then, the risk to the broader Project has been reduced, as NEPA clearance has been received for Area 3. Staff is actively working with the FRA to reallocate the $3.2 million from Area 1 to support eligible costs in other areas of the Project. While some potential risk remains, ongoing coordination with the FRA is focused on securing retroactive authorization and preserving full federal funding support to minimize any impact on the delivery of the Project.

Since the February update, 11 grant applications have been submitted for a total request amount of $337.1 million from state and federal sources. These applications reflect a diverse range of priority projects across the county and include planning grants for countywide active transportation, construction funding for highway and arterial improvements, investments in ZEB, operational support for the OC Streetcar, and critical safety and rehabilitation improvements to Metrolink infrastructure. This diversified grant strategy underscores OCTA's commitment to advancing regionally significant transit, sustainability, and mobility priorities through competitive funding opportunities. A summary of these submittals and awards are provided in Attachment C.

A list of near-term OCTA priority projects targeted for funding through ongoing grant efforts is provided as Attachment D. These efforts include OCTA's continued pursuit of competitive grant opportunities to fund and advance priority projects. Staff will bring forward future grant awards for Board acceptance as necessary. The Capital Funding Program Report (Attachment E) summarizes the approved funding for projects, including OCTA-issued federal, state, and locally funded calls.

Summary

Status reports on externally funded OCTA grants awards to local jurisdictions and a list of grant pursuits for OCTA priority projects are provided. Staff is recommending Board approval for a scope modification for Yorba Linda to ensure timely use of funds.

Attachments

A. State and Federal Grant Programs Project Status
B. Amendment Requests and Programming Updates
C. Competitive Grants Update
D. Orange County Transportation Authority Priority Project List
E. Capital Funding Program Report

Prepared by:



Louis Zhao
Programming and Grants
Development Manager
(714) 560-5494

Approved by:



Rose Casey
Executive Director, Planning
(714) 560-5729

ATTACHMENT A

2016 BCIP						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Phase Cost**	**Status**
Anaheim	Nohl Ranch Open Space Trail	R	$ 439,200	$ 109,800	$ 549,000	Started
Santa Ana	Citywide Bike Racks	C	$ 937,200	$ 127,800	$ 1,065,000	Started
2016 BCIP Phases Completed		**18**	**$ 15,373,555**	**$ 2,387,399**	**$ 17,760,954**	
2016 BCIP Phases In Progress		**2**	**$ 1,376,400**	**$ 237,600**	**$ 1,614,000**	
2016 BCIP Total Program[1]		**20**	**$ 16,749,955**	**$ 2,624,999**	**$ 19,374,954**	

2019 BCIP						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project/ Phase Cost**	**Status**
Brea	OC Loop Brea Gap Closure[2]	D,R,C	$ 6,048,000	$ 6,980,000	$ 14,528,000	Started - D Planned - R Planned - C
Costa Mesa	Adams Avenue and Pinecreek Drive Intersection Project	C	$ 514,736	$ 302,259	$ 816,995	Started
La Habra	La Habra Union Pacific Rail Line Bikeway	R	$ 1,948,800	$ 487,200	$ 2,436,000	Planned
Orange	Santiago Creek Multipurpose Extension Project	E	$ 345,794	$ 97,532	$ 443,326	Started
San Clemente	South El Camino Real Lane Reconfiguration and Buffered Bike Lane Project	C	$ 1,075,115	$ 400,650	$ 1,475,765	Planned
Santa Ana	Bristol Street Protected Bike Lanes - Phase II Warner to St. Andrew Place	C	$ 1,508,045	$ 347,393	$ 1,855,438	Planned
Santa Ana	Bristol Street Protected Bike Lanes - Phase III St. Andrew Place to Edinger Avenue	D,C	$ 743,274	$ 598,356	$ 1,341,630	Started - D Planned - C
Santa Ana	Bristol Street Protected Bike Lanes - Phase IV Civic Center Drive to Washington Avenue	C	$ 793,760	$ 229,490	$ 1,023,250	Started
Santa Ana	Bristol Street Protected Bike Lanes - Phase V 1st Street to Civic Center Drive	D,C	$ 1,320,320	$ 598,273	$ 1,918,593	Started - D Planned - C
Santa Ana	Warner Avenue Protected Bike Lanes	C	$ 1,022,116	$ 313,259	$ 1,335,375	Planned
2019 BCIP Phases Completed		**7**	**$ 10,008,182**	**$ 11,062,623**	**$ 21,070,805**	
2019 BCIP Phases In Progress[3]		**14**	**$ 15,319,960**	**$ 10,354,412**	**$ 27,174,372**	
2019 BCIP Total Program[1]		**21**	**$ 25,328,142**	**$ 21,417,035**	**$ 48,245,177**	

Notes:

1. Total does not include cancelled projects.
2. Total projcet cost includes $1,500,000 in non-match agency funds.
3. Total phases in progress project cost includes $1,500,000 in non-match agency funds for Brea's OC Loop Brea Gap Closure project.

2021 PMRF						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds[4]**	**Total Project Cost[5]**	**Status**
Aliso Viejo	Aliso Creek Road Rehabilitation from Enterprise to SR- 73 Project	C	$ 200,000	$ -	$ 600,000	Started
Anaheim	Knott Avenue Rehabilitation from Ball Road to Orange Avenue Project	C	$ 1,037,763	$ -	$ 1,100,000	Started
Costa Mesa	Fairview Road Improvement Project (from Adams Avenue to Wilson Street)	C	$ 331,116	$ -	$ 1,600,000	Started
Dana Point	Stonehill Drive Slurry Seal Project	C	$ 200,000	$ -	$ 200,000	Started
Irvine	Irvine Center Drive Pavement Rehabilitation	C	$ 797,297	$ -	$ 3,750,000	Started
La Habra	Macy Street Rehabilitation Project - PMRF	C	$ 200,000	$ -	$ 300,000	Started
La Palma	La Palma Avenue Pavement Preservation and Improvements Project	C	$ 200,000	$ -	$ 400,000	Started
Laguna Beach	Zone 3 Collector Road Improvements	C	$ 200,000	$ -	$ 780,000	Started
Laguna Hills	Arterial Pavement Rehabilitation Project	C	$ 200,000	$ -	$ 575,000	Started
Laguna Woods	Pavement Management Project (Westbound El Toro Road between Calle Corta and City Limits)	C	$ 200,000	$ -	$ 264,000	Started
Santa Ana	Grand Avenue Roadway Rehabilitation from 1st Street to McFadden Avenue	C	$ 972,882	$ -	$ 1,072,882	Started
Seal Beach	Seal Beach Boulevard at North Gate Road Improvement Project	C	$ 200,000	$ -	$ 275,000	Started
Yorba Linda	La Palma Avenue Improvement Project from west City Limit to 1,350' west of Old Village Road	C	$ 200,000	$ -	$ 240,350	Started
2021 PMRF Phases Completed		**14**	**$ 4,129,768**	**$ -**	**$ 16,379,430**	
2021 PMRF Phases In Progress		**13**	**$ 4,939,058**	**$ -**	**$ 11,157,232**	
2021 PMRF Total Program[1]		**27**	**$ 9,068,826**	**$ -**	**$ 27,536,662**	

Notes:

4. Local match not required for PMRF.

5. Total project costs include non-match agency funds.

6. The City of San Juan Capistrano declined available state funds.

2021 EMSD						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Sally's Fund	Senior Services Assistant	C	$ 61,350	$ 20,450	$ 81,800	Started
2021 EMSD Phases Completed		**11**	**$ 2,218,482**	**$ 343,720**	**$ 2,562,202**	
2021 EMSD Phases In Progress		**1**	**$ 61,350**	**$ 20,450**	**$ 81,800**	
2021 EMSD Total Program		**12**	**$ 2,279,832**	**$ 364,170**	**$ 2,644,002**	

2024 EMSD						
Agency	**Project Title**	**Phase**	**Allocation**	**Match**	**Total Phase Cost**	**Status**
Age Well Senior Services, Inc	Replacement Vehicles for Age Well Senior Services	C	$ 989,656	$ 122,315	$ 1,111,971	Planned
		C	$ 309,840	$ 77,460	$ 387,300	Planned
	Operating Assistance for Age Well Senior Services	C	$ 42,570	$ 4,730	$ 47,300	Planned
Abrazar, Inc.		C	$ 878,400	$ 97,600	$ 976,000	Planned
	OC Equity Mobility Management - Abrazar (OCEMMA)	C	$ 19,810	$ 2,201	$ 22,011	Planned
Huntington Beach	Rider Notifications	C	$ 46,517	$ 5,169	$ 51,686	Planned
Irvine		C	$ 463,983	$ 51,554	$ 515,537	Planned
	Irvine On Demand - Rides for Older Adults	C	$ 181,009	$ 20,112	$ 201,121	Planned
Newport Beach	Vehicle Replacements	C	$ 217,800	$ 24,200	$ 242,000	Planned
AbleLight, Inc	Transportation for People with Developmental Disabilities	C	$ 254,778	$ 28,309	$ 283,087	Planned
Southland Integrated Services, Inc.		C	$ 343,578	$ 38,175	$ 381,753	Planned
	Transportation Services for Seniors and the Disabled	C	$ 227,596	$ 56,900	$ 284,496	Planned
Access California Services		C	$ 115,769	$ 12,863	$ 128,632	Planned
		C	$ 6,874	$ 764	$ 7,638	Planned
	AccessCal's Access to Transportation Program	C	$ 600,000	$ 150,000	$ 750,000	Planned
Korean Community Services, Inc. dba KCS Health Center		C	$ 534,600	$ 59,400	$ 594,000	Planned
		C	$ 3,313	$ 368	$ 3,681	Planned
	KCS's Senior Mobility & Integrated Healthcare Program	C	$ 470,112	$ 117,528	$ 587,640	Planned
Orange County Adult Achievement Center dba My Day Counts	My Day Counts 2025 -2026 Capital Replacement	C	$ 917,610	$ 101,957	$ 1,019,567	Planned
Laguna Woods	City of Laguna Woods Senior Mobility Program Augmentation Project	C	$ 325,000	$ 81,250	$ 406,250	Planned
Community SeniorServ, Inc. dba Meals on Wheels, Orange County	Enhanced Transportation Initiative	C	$ 247,467	$ 27,496	$ 274,963	Planned
SoCal Senior Services, LLC	Healthy Aging Center Laguna Woods	C	$ 246,048	$ 61,512	$ 307,560	Planned
Seal Beach	Seal Beach - Service Expansion	C	$ 100,000	$ 25,000	$ 125,000	Planned
Alzheimer Family Services Center	Patient Transportation	C	$ 267,746	$ 29,750	$ 297,496	Planned

2024 EMSD (Continued)						
Agency	**Project Title**	**Phase**	**Allocation**	**Match**	**Total Phase Cost**	**Status**
North County Senior Services	Acacia Adult Day Services	C	$ 276,188	$ 69,047	$ 345,235	Planned
Costa Mesa	Senior Taxi Program	C	$ 237,600	$ 59,400	$ 297,000	Planned
Dayle MacIntosh Center for the Disabled	Mobility Management Professionals Program	C	$ 300,000	$ 33,333	$ 333,333	Planned
2024 EMSD Phases Completed		**0**	**$ -**	**$ -**	**$ -**	
2024 EMSD Phases In Progress		**27**	**$ 8,623,864**	**$ 1,358,393**	**$ 9,982,257**	
2024 EMSD Total Program		**27**	**$ 8,623,864**	**$ 1,358,393**	**$ 9,982,257**	

2023 OCCSP - Wave 1						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Anaheim	Nohl Ranch Open Space Trail	C	$ 3,359,000	$ 459,000	$ 3,818,000	Planned
Brea	Tracks at Brea - Western Extension[8]	C	$ 1,320,000	$ 180,000	$ 5,730,000	Planned
Costa Mesa	Adams Avenue Bicycle Facility Project –Harbor Boulevard to Fairview Road	C	$ 1,760,000	$ 240,000	$ 2,000,000	Planned
Costa Mesa	Fairview Road Active Transportation Improvements – Adams Avenue to Fair Drive	D,C	$ 1,935,000	$ 264,000	$ 2,199,000	Started - D Planned - C
Costa Mesa	Adams Avenue Active Transportation Project – Multipurpose Trails[8]	C	$ 4,223,000	$ 1,677,000	$ 6,413,000	Planned
Laguna Hills	Paseo De Valencia and Cabot Road Active Transportation Enhancements[8]	E,D,C	$ 4,998,000	$ 695,000	$ 9,020,000	Planned - E Planned - D Planned - C
Orange	PLAN - Citywide Active Transportation Plan	PLAN	$ 308,000	$ 42,000	$ 350,000	Started
Placentia	Atwood Multi-Use Trail	D,C	$ 2,753,000	$ 377,000	$ 3,130,000	Started - D Planned - C
San Clemente	Complete Streets Along Avenida Calafia	E,D,C	$ 968,000	$ 132,000	$ 1,100,000	Planned - E Planned - D Planned - C
Yorba Linda	Connect Savi Ranch[7]	E,R,C	$ 3,428,000	$ 467,000	$ 4,645,000	Planned - E Planned - R Planned - C
2023 OCCSP W1 Phases Completed		**0**	**$ -**	**$ -**	**$ -**	
2023 OCCSP W1 Phases In Progress		**18**	**$ 25,052,000**	**$ 4,533,000**	**$ 38,405,000**	
2023 OCCSP W1 Total Program		**18**	**$ 25,052,000**	**$ 4,533,000**	**$ 38,405,000**	

Notes:

7. Total project costs include non-match agency funds. Project here shows partial full funding in OCCSP; full funding is reflected in the ATP table below for the same project.

2023 OCCSP - Wave 2						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Buena Park	PLAN - Orangethorpe Avenue Complete Streets Planning Study	PLAN	$ 308,000	$ 42,000	$ 350,000	Started
Fullerton	Harbor Boulevard Complete Streets Improvement Project[8]	E,D,C	$ 4,854,000	$ 661,000	$ 5,868,000	Started - E Started - D Planned - C
Huntington Beach	Banning Avenue Roundabout & Southeast Corridors Complete Streets Improvements	E,D,R,C	$ 5,000,000	$ 731,000	$ 5,731,000	Started - E Started - D Planned - R Planned - C
Irvine	Venta Spur Trail and Jeffrey Road Pedestrian and Bicycle Bridge	C	$ 5,000,000	$ 1,000,000	$ 6,000,000	Planned
Irvine	Harvard Avenue Complete Streets and Safety Improvements	E,D,C	$ 4,312,000	$ 588,000	$ 4,900,000	Started - E Started - D Planned - C
Laguna Niguel	South Forbes Road/Oso Creek Trail Active Transportation Enhancements	E,D,C	$ 3,415,000	$ 465,000	$ 3,880,000	Planned - E Planned - D Planned - C
Mission Viejo	Mission Viejo Quad Cities Trail	E,D	$ 4,787,000	$ 653,000	$ 5,440,000	Started - E Started - D
Orange	Riverdale Avenue Complete Street Improvements[8]	D,C	$ 2,573,000	$ 351,000	$ 2,999,000	Started - D Planned - C
Tustin	Main Street Enhancement Project	C	$ 3,172,000	$ 432,000	$ 3,604,000	Planned
2023 OCCSP W2 Phases Completed		**0**	**$ -**	**$ -**	**$ -**	
2023 OCCSP W2 Phases In Progress		**20**	**$ 33,421,000**	**$ 4,923,000**	**$ 38,772,000**	
2023 OCCSP W2 Total Program		**20**	**$ 33,421,000**	**$ 4,923,000**	**$ 38,772,000**	

2023 OCCSP - Wave 3						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Buena Park	PLAN - Stanton Avenue Complete Streets Planning Study	PLAN	$ 308,000	$ 42,000	$ 350,000	Planned
Brea	Laurel Elementary School Safety[8]	E,D,C	$ 590,000	$ 81,000	$ 1,024,000	Planned - E Planned - D Planned - C
County of Orange	Los Patrones Parkway Bikeway Widening and Safety Improvements	C	$ 2,764,000	$ 1,843,000	$ 4,607,000	Planned
Huntington Beach	Hamilton Avenue Corridor Complete Streets Improvements	E,D,R,C	$ 3,971,000	$ 542,000	$ 4,513,000	Started - E Started - D Planned - R Planned - C
Laguna Beach	Coast Highway Sidewalk Gap Closures to Achieve Complete Streets (Cardinal to 7th)	C	$ 5,000,000	$ 1,194,000	$ 6,194,000	Planned
Los Alamitos	Los Alamitos Reimagine Downtown Street & Bicycle Corridor Improvement Project	C	$ 5,000,000	$ 2,343,000	$ 7,343,000	Planned

2023 OCCSP - Wave 3 (Continued)						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Orange	Santiago Creek Bike Trail Gap Closure	E,R,C	$ 4,904,000	$ 669,000	$ 5,573,000	Started - E Planned - R Planned - C
Stanton	Orangewood Complete Streets	E,R,C	$ 3,268,000	$ 513,000	$ 3,781,000	Started - E Planned - R Planned - C
Yorba Linda	Valley View Safety[8]	E,D,C	$ 511,000	$ 70,000	$ 656,000	Started - E Started - D Planned - C
	2023 OCCSP W3 Phases Completed	**0**	**$ -**	**$ -**	**$ -**	
	2023 OCCSP W3 Phases In Progress	**20**	**$ 26,316,000**	**$ 7,297,000**	**$ 34,041,000**	
	2023 OCCS3 W2 Total Program	**20**	**$ 26,316,000**	**$ 7,297,000**	**$ 34,041,000**	

2023 OCCSP - Wave 4						
Agency	**Project Title**	**Phase**	**Award**	**Matching Funds**	**Total Project Cost**	**Status**
Huntington Beach	Magnolia Street Corridor Complete Streets Improvements	E,D,R,C	$ 4,687,000	$ 640,000	$ 5,327,000	Planned - E Planned - D Planned - R Planned - C
	2023 OCCSP W3 Phases Completed	**0**	**$ -**	**$ -**	**$ -**	
	2023 OCCSP W4 Phases In Progress	**1**	**$ 4,687,000**	**$ 640,000**	**$ 5,327,000**	
	2023 OCCS3 W4 Total Program	**1**	**$ 4,687,000**	**$ 640,000**	**$ 5,327,000**	

Active Transportation Program - Regional Component - Cycles 1-6						
Agency	**Project Title**	**Cycle**	**Total ATP Award**	**Agency Funds**	**Total Project Cost**	**Status**
County of Orange	OC Loop Coyote Creek Bikeway (Segments O,P,Q)	3.5	$ 1,415,000	$ 649,000	$ 2,064,000	Started
La Habra	La Habra Union Pacific Rail Bikeway (Walnut to Cypress)	3.5	$ 863,000	$ 112,000	$ 975,000	Started
Santa Ana	City of Santa Ana - SRTS Davis Elementary ADA	3.5	$ 5,754,000	$ -	$ 5,754,000	Started
Santa Ana	City of Santa Ana - Willits Street Protected Bicycle Lanes	3.5	$ 2,970,000	$ -	$ 2,970,000	Started
Seal Beach	Lampson Avenue Bike Lane Gap Closure Project	3.5	$ 637,000	$ 628,000	$ 1,265,000	Started
Santa Ana	Mc Fadden Avenue Protected Bike Lane and Bicycle Boulevard Project	4	$ 6,999,000	$ -	$ 6,999,000	Started
Santa Ana	Standard Avenue Protected Bike Lane and Protected Intersection Project	4	$ 6,666,000	$ -	$ 6,666,000	Started
Brea	Tracks at Brea - Gap Closure[9]	5	$ 1,787,000	$ 12,259,000	$ 14,046,000	Started
County of Orange	OC Loop Coyote Creek Bikeway (Segment O)	5	$ 4,644,000	$ 1,961,000	$ 6,605,000	Started
Santa Ana	Raitt Street Protected and Buffered Bike Lane	5	$ 5,499,000	$ -	$ 5,499,000	Started
Anaheim	Anaheim Pedestrian Crosswalk Safety Improvements Project	6	$ 1,112,000	$ -	$ 1,112,000	Started
Anaheim	Rio Vista Safe Routes to School Project	6	$ 1,312,000	$ -	$ 1,312,000	Started
Buena Park	Dale / Whitaker Complete Streets Project	6	$ 4,368,000	$ 227,000	$ 4,595,000	Started

Active Transportation Program - Regional Component - Cycles 1-6 (Continued)						
Agency	**Project Title**	**Cycle**	**Total ATP Award**	**Agency Funds**	**Total Project Cost**	**Status**
Fullerton	Bridging the Gap: Nutwood Avenue Bicycle and Pedestrian Mobility Enhancements	6	$ 7,140,000	$ -	$ 7,140,000	Started
Santa Ana	Jackson Elementary and Diamond Elementary SRTS	6	$ 8,262,000	$ -	$ 8,262,000	Started
Santa Ana	MacArthur Intermediate and Taft Elementary SRTS	6	$ 4,900,000	$ -	$ 4,900,000	Started
Santa Ana	Madison ES Roosevelt-Walker Academy Century HS SRTS	6	$ 9,990,000	$ -	$ 9,990,000	Started
Santa Ana	Memory Lane and Flower Street Bikeway	6	$ 5,000,000	$ 1,264,000	$ 6,264,000	Started
Santa Ana	Mendez Intermediate Advance Learning Santiago Elementary School Sierra Intermediate SRTS	6	$ 9,987,000	$ -	$ 9,987,000	Started
Santa Ana	Santa Ana High School and Heninger Elementary School	6	$ 8,222,000	$ -	$ 8,222,000	Started
	ATP Cycles 1-6 Regional Projects Completed		**$ 22,893,000**	**$ 6,612,000**	**$ 29,505,000**	
	ATP Cycles 1-6 Regional Projects Planned		**$ -**	**$ -**	**$ -**	
	ATP Cycles 1-6 Regional Projects Started		**$ 97,527,000**	**$ 17,100,000**	**$ 114,627,000**	
	ATP Cycles 1-6 Regional Projects Total Program		**$ 120,420,000**	**$ 23,712,000**	**$ 144,132,000**	

9. Same project listed under 2023 OCCSP Wave 1. Full project cost listed here.

State Funded OCTA Nominated Local Agency Led Projects						
Agency	**Project Title**	**Program**	**Award**	**Agency Funds**	**Total Project Cost**	**Status**
Fullerton	Transit and Intercity Rail Capital Program (TIRCP) - Direct Current Fast Charging (DCFC) at Fullerton Transportation Center	TIRCP	$ 625,000	$ -	$ 625,000	Planned
Santa Ana	TIRCP - Bike Lockers at Santa Ana Regional Transportation Center (SARTC)	TIRCP	$ 2,000,000	$ -	$ 2,000,000	Planned
Santa Ana	TIRCP - DCFC at SARTC	TIRCP	$ 625,000	$ -	$ 625,000	Planned
Santa Ana	First Street Multimodal Boulevard Design	REAP 2.0	$ 4,300,000	$ -	$ 4,300,000	Started
Santa Ana	McFadden Avenue Transit Signal Priority and Complete Streets	REAP 2.0	$ 3,690,000	$ -	$ 3,690,000	Started
	Completed		**$ 3,357,000**	**$ -**	**$ 3,357,000**	
	Planned		**$ 11,240,000**	**$ -**	**$ 11,240,000**	
	Total		**$ 14,597,000**	**$ -**	**$ 14,597,000**	

Planned - Indicates that the funds for this phase have not been obligated and/or allocated.

Started - Indicates that the fund for this phase have been obligated and/or allocated.

Completed - Indicates that the work related to this phase is complete.

Withdrawn - Indicates that the agency chose to not go forward with obligaiton/allocation

State and Federal Grant Programs Project Status

2012 BCIP - 17 Completed Projects			
	Award	Matching Funds	Total Project Cost
2012 BCIP Total Program[1]	$ 6,811,200	$ 1,368,865	$ 8,180,065
2014 BCIP - 5 Completed Projects			
	Award	Matching Funds	Total Project Cost
2014 BCIP Phases Completed[1]	$ 1,100,736	$ 4,111,454	$ 5,212,190
2014 APM Program - 42 Completed Projects			
	Award	Matching Funds	Total Project Cost
2014 APM Total Program	$ 19,864,978	$ 30,958,336	$ 50,823,314

Acronyms

APM - Arterial Pavement Management
ATP - Active Transportation Program
BCIP - Bicycle Corridor Improvement Program
C - Construction
Caltrans - California Department of Transportation
COVID-19 - Coronavirus
CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act
D - Design (includes PS&E)
E - Environmental (includes PA&ED)
EMSD - Enhanced Mobility for Seniors and Disabled
FY - Fiscal Year
I-5 - Interstate 5
MPO - Metropolitan Planning Organization
N/S - North/South
OCTA - Orange County Transportation Authority
PLAN - Plan
PMRF - Pavement Management Relief Funding Program
R - Right-of-Way
S/B - Southbound
TIRCP - Transit and Intercity Rail Capital Program
SCCP - Solutions for Congested Corridors Program
SARTC - Santa Ana Regional Transportation Center
REAP 2.0 - Regional Early Action Plan Grants of 2021

ATTACHMENT B

As of July 7, 2025						
Project Amendment Requests						
Agency	**Project Title**	**Fund Source**	**Phase**	**Previously Approved Fiscal Year (FY)**	**Change Type**	**Supplemental Information**
Yorba Linda	Connect Savi Ranch	OCCSP - Wave 1 - STBG/CMAQ	PA&ED	FY 2024-25	Scope Change Modification	The project was originally approved for $352,000 in the PA&ED phase as part of a total grant award of $3,428,000 through the 2023 OCCSP, which is funded with federal STBG and CMAQ funds. Under 2023 OCCSP requirements, Yorba Linda is providing a 12 percent local match in an amount of $467,000 for a total OCCSP-supported budget of $3,895,000. Including additional local contributions and future state and federal grant pursuits by Yorba Linda; the total project cost is $7,145,000. The project is intended to support drainage enhancements, utility upgrades, and pedestrian safety improvements, including updated signals, signage, and crosswalk installations. Yorba Linda has requested OCTA's approval to modify the limits of the PA&ED phase by removing the portion of the trail that crosses over the Santa Ana River on the Yorba Linda Boulevard Bridge. This change shortens the project limits, reduces the current scope of work and defers work on the bridge segment to a future phase. The remaining improvements remain fully functional and independent, and this adjustment is intended to streamline delivery and ensure the project meets its federal construction obligation deadline. The bridge trail segment will be revisited once additional environmental and funding considerations can be addressed. The requested scope adjustment will not alter the total awarded grant amount of $3,428,000 or PA&ED phase grant amount of $352,000, nor require additional funding, but will enhance phase delivery and benefit to the community. Staff concurs with Yorba Linda's request and recommends Board approval.

Acronyms

Board - Board of Directors
CMAQ - Congestion Mitigation and Air Quality Improvement Program
NEPA - National Environmental Policy Act
OCCSP - Orange County Complete Streets Program
OCTA - Orange County Transportation Authority
STBG - Surface Transportation Block Grant Program
PA&ED - Project Approvals and Environmental Documentation
Yorba Linda - City of Yorba Linda

ATTACHMENT C

Board Accepted Competitive Grant Awards July 2021 through June 2025 (FY2021-25)							
No.	**Board Acceptance**	**Federal / State**	**Agency**	**Program**	**Project**	**Status**	**Award Amount**
1	September 2021	State	Southern California Association of Governments (SCAG)	Sustainable Communities Program	Bus Stop Safety and Accessibility Plan	Awarded	$300,000
2	September 2021	State	California Transportation Commission (CTC)	Active Transportation Program (ATP) Cycle 5	Garden Grove-Santa Ana Rails-to-Trails Gap Closure	Awarded	$3,000,000
3	September 2021	State	Mobile Source Air Pollution Reduction Review Committee (MSRC)	Clean Transportation Funding	OC Fair Express Bus Service	Awarded	$289,054
4	June 2022	State	California Department of Transportation (Caltrans)	Sustainable Transportation Planning Grants	Countywide Transportation Demand Management Strategic Plan	Awarded	$150,000
5	August 2022	Federal	Department of Homeland Security (DHS)	Transit Security Grant Program (TSGP)	Operational Deterrence – Visible Intermodal Protection and Response (VIPR) and Anti-Terror Anti-Crime (ATAC)	Awarded	$36,635
6	August 2022	Federal	Federal Transit Administration (FTA)	Low or No Emission Grant Program	Orange County Zero-Emission Paratransit Bus Pilot	Awarded	$2,507,895
7	March 2023	State	California State Transportation Agency (CalSTA)	Transit Intercity Rail Capital Program (TIRCP)	OC Streetcar	Awarded	$149,841,000
8	July 2023	Federal	U.S. Department of Transportation (US DOT)	Strengthening Mobility and Revolutionizing Transportation (SMART)	Pilot Innovative Cloud-Based Transit Signal Priority (Harbor Boulevard)	Awarded	$1,600,000
9	July 2023	State	CalSTA	TIRCP	Coastal Rail Corridor Relocation Study	Awarded	$5,000,000
10	July 2023	State	CalSTA	TIRCP	Central Mobility Loop	Awarded	$39,407,895
11	July 2023	State	SCAG	Regional Early Action Planning Grants (REAP 2.0)	Harbor Boulevard Cloud-Based Transit Signal Priority Stage 1	Awarded	$400,000
12	July 2023	State	SCAG	REAP 2.0	Fullerton Park and Ride Joint Use Master Plan	Awarded	$500,000
13	July 2023	State	SCAG	REAP 2.0	Active Transportation Outreach and Engagement Support	Awarded	$400,000
14	July 2023	State	SCAG	REAP 2.0	First Street Multimodal Boulevard Design	Awarded	$4,300,000
15	July 2023	State	SCAG	REAP 2.0	Orange County Mobility Hubs Pilot Concept of Operations	Awarded	$300,000
16	July 2023	State	SCAG	REAP 2.0	Bikeway Connectivity Study	Awarded	$500,000
17	July 2023	State	SCAG	REAP 2.0	McFadden Avenue Transit Signal Priority and Complete Streets	Awarded	$3,690,000
18	July 2023	State	SCAG	REAP 2.0	Next Safe Travels Education Program 2.0 (Next STEP 2.0)	Awarded	$1,250,000
19	July 2023	State	SCAG	REAP 2.0	Orange County Cyclic Counts 2024-2025	Awarded	$400,000
20	July 2023	State	SCAG	REAP 2.0	Reconnecting Communities through Complete Streets	Awarded	$550,000
21	July 2023	State	SCAG	REAP 2.0	Harbor Boulevard Cloud-Based Transit Signal Priority Stage 2	Awarded	$1,000,000
22	September 2023	State	CTC	Active Transportation Program (ATP) Cycle 6	Next STEP 2.0	Awarded	$850,000
23	September 2023	State	CTC	Trade Corridor Enhancement Program (TCEP)	State Route 91 (SR-91) Multimodal Improvements	Awarded	$42,566,000
24	May 2024	State	CTC	Local Transportation Climate Adaptation Program (LTCAP)	Coastal Rail Infrastructure Resiliency Project -	Awarded	$12,000,000
25	May 2024	State	Department of Toxic Substances Control	Equitable Community Revitalization Grant	OC Connect Environmental Site Assessment	Awarded	$350,000
26	July 2024	Federal	N/A	Community Project Funding	OC Connect (Garden Grove-Santa Ana Rails-To-Trails)	Awarded	$750,000
27	July 2024	State	Caltrans	Sustainable Transportation Planning Grants	Zero-Emission Bus (ZEB) Infrastructure Readiness Study	Awarded	$200,000
28	September 2024	Federal	U.S. Environmental Protection Agency (US EPA)	Brownfields Program - Multipurpose Grants	OC Connect Environmental Site Assessment	Awarded	$1,000,000
29	November 2024	Federal	DHS	TSGP	Countywide Transit System Operational Deterrence- Visible Intermodal Protection and Response (VIPR)	Awarded	$116,600

Board Accepted Competitive Grant Awards July 2021 through June 2025 (FY2021-25)							
No.	**Board Acceptance**	**Federal/ State**	**Agency**	**Program**	**Project**	**Status**	**Award Amount**
30	November 2024	Federal	U.S. Department of Energy	Regional Clean Hydrogen Hubs	Alliance for Renewable Clean Hydrogen Energy Systems	TBD	TBD
31	December 2024	State	CalSTA	TIRCP	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Awarded	$125,000,000
32	December 2024	State	CTC	TCEP Advanced Programming[1]	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Awarded	$80,000,000
33	December 2024	Federal	Federal Railroad Administration (FRA)	Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Awarded	$100,000,000
34	TBD	Federal	N/A	Transit Infrastructure Grants	Coastal Rail Corridor Relocation Study	Awarded	$4,000,000
35	TBD	Federal	N/A	Highway Infrastructure Programs	SR–91 Improvement Project	Awarded	$4,000,000
36	TBD	Federal	N/A	Highway Infrastructure Programs	OC Loop Segments A and B (La Habra and Brea)	Awarded	$3,000,000
37	September 2025 - Pending	State	SCAG	Sustainable Communities Program (SCP) - Active Transportation & Safety	Countywide Active Transportation Plan - Move OC	Awarded	$400,000
						Total Grant Requests Awarded	**$589,655,079**

1. The advanced programming mechanism allows the CTC to allocate TCEP funds ahead of the regular cycle for projects seeking federal grants. These funds serve as a non-federal match to enhance grant competitiveness and are contingent on federal grant approval.

Competitive Grant Submittals Pending Grant Award Decision July 2024 through June 2025 (FY2024-25)							
No.	**Submittal Date**	**Federal/ State**	**Agency**	**Program**	**Project**	**Status**	**Grant Request**
38	June 2024	State	CTC	ATP Cycle 7	Countywide Active Transportation Plan (update/reimagined)	Submitted	$1,000,000
39	January/February 2025	Federal	USDOT	Better Utilizing Investments to Leverage Development (BUILD) (formerly RAISE)	SR-91 Segment 2	Submitted	$161,863,000
40	January/February 2025	State	Caltrans	Caltrans Sustainable Transportation Planning Grant	Move OC: A Vibrant Path to Active Transportation (countywide active transportation plan)	Submitted	$600,000
41	May 2025	State	SCAG	Surface Transportation Block Grant (STBG)/Congestion Mitigation and Air Quality Improvement program (CMAQ)	OC Streetcar Operations	Submitted	$22,000,000
42	May 2025	State	SCAG	STBG/CMAQ	I-5 Design from San Diego County Line to Avenida Pico (HOV lane)	Submitted	$40,000,000
43	May 2025	State	SCAG	STBG/CMAQ	Zero-Emission Buses:18 60-ft. Buses	Submitted	$30,000,000
44	May 2025	State	SCAG	STBG/CMAQ	OC Connect Construction (in Santa Ana and Garden Grove)	Submitted	$25,000,000
45	May 2025	State	SCAG	STBG/CMAQ	First Street Complete Streets and Transit Signal Priority (in Santa Ana) (Construction)	Submitted	$10,000,000
46	May 2025	State	SCAG	STBG/CMAQ	SR-74 Ortega Highway Gap Closure & Multimodal Improvements	Submitted	$5,000,000
47	May 2025	State	SCAG	STBG/CMAQ	SCRRA Rehabilitation/Renovation (2 years)	Submitted	$30,000,000
48	May 2025	State	California Air Resource Board (CARB)	Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)	40 Fuel Cell Electric Buses (2026 XHE40 New Flyer) and 10 Battery Electric Buses (2026 XE40 New Flyer)	Submitted	$11,700,000
						Total Grant Requests Pending Award/Rejection	**$337,163,000**

Competitive Grant Submittals Not Awarded July 2024 through June 2025 (FY2024-25)							
No.	**Submittal Date**	**Federal/ State**	**Agency**	**Program**	**Project**	**Status**	**Grant Request**
49	April 2024	Federal	US DOT	USDOT Infrastructure for Rebuilding America (INFRA) program through the Multimodal Project Discretionary Grant (MPDG) opportunity	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Not awarded	$100,000,000
50	April 2024	Federal	US DOT	USDOT National Infrastructure Project Assistance (Mega) program through the MPDG opportunity	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Not awarded	$100,000,000
51	April 2024	Federal	US EPA	Climate Pollution Reduction Grants (CPRG) program - Implementation	Harbor Boulevard Connected Bus Pilot	Not awarded	$4,400,000
52	June 2024	Federal	DHS	TSGP	Transportation Center Surveillance Protection	Not awarded	$200,000
53	August 2024	Federal	CTC	LTCAP	Coastal Rail Infrastructure Resiliency Project (Coastal Rail Stabilization Priority Projects)	Not awarded	$25,000,000
					Total Grant Requests Not Awarded		**$229,600,000**
					Total Grant Requests Submitted or Awarded		**$1,156,418,079**

ATTACHMENT D

Project	Planning Document Consistency[1]
Bus Transit	
Zero-Emission Bus (Long Term)	Zero-Emission Bus Roll Out Plan Long-Range Transportation Plan (LRTP)
Future Paratransit Fleet Replacement - Zero-Emission	Zero-Emission Bus Roll Out Plan LRTP
Harbor Boulevard Connected Bus Pilot	Central Harbor Boulevard Transit Corridor Study OC Transit Vision
Harbor Boulevard High-Capacity Transit Expansion Environmental	Central Harbor Boulevard Transit Corridor Study OC Transit Vision
Zero-Emission Vanpools	LRTP
First Street Transit Signal Priority and Complete Streets (Design)	Master Plan of Arterial Highways (MPAH) LRTP OC Transit Vision
McFadden Avenue Transit Signal Priority and Complete Streets	MPAH LRTP OC Transit Vision
Solar Panels at the Orange County Transportation Authority (OCTA) Bus Bases	Zero-Emission Bus Roll Out Plan LRTP
Facility Improvements	OCTA Comprehensive Business Plan LRTP Transit Asset Management Plan
Bus Stop Improvements	OC Transit Vision LRTP
Future Bravo! / Rapid Projects	OC Transit Vision LRTP
Orange County Mobility Hubs Pilot Concept of Operations	Orange County Mobility Hubs Plan LRTP
Fullerton Park and Ride Transit Oriented Development Site Design Concepts	Fullerton Joint Development Study LRTP
Transit Security	LRTP

Project	Planning Document Consistency[1]
Rail Transit	
Coastal Rail Infrastructure Resiliency Project	Rail Infrastructure Study Hazard Mitigation Plan OC Rail Defense Against Climate Change LRTP
Olympic Readiness Project: Orange County Maintenance Facility Phase 1	SoCal Connect LRTP
Metrolink Locomotive Replacement, Track, and Structures	SoCal Connect LRTP
Metrolink Operations and Fare Revenue Loss	SoCal Connect LRTP
OC Streetcar Operations and Maintenance	LRTP
Serra Siding and Bridge Replacement	SoCal Connect LRTP
Ongoing Metrolink Operations and Station Needs	SoCal Connect LRTP

Project	Planning Document Consistency[1]
Active Transportation and Complete Streets	
OC Loop - Segment A and B (La Habra and Brea)	Orange County Bike Connectors Gap Closure Feasibility Study OC Active LRTP
OC Connect - Santa Ana - Garden Grove Rails to Trails	Orange County Bike Connectors Gap Closure Feasibility Study OC Active LRTP
Olympic Readiness Project: Katella Avenue Pedestrian Bridge	LRTP
Reconnecting Communities through Complete Streets	OC Active Safe Routes to School (SRTS) Action Plan Systemic Safety Plan LRTP
Bikeway Connectivity Study	OC Active SRTS Action Plan Systemic Safety Plan LRTP
Active Transportation Outreach	OC Active SRTS Action Plan LRTP
Bicycle Counts	OC Active SRTS Action Plan Active Transportation Counts Program Study LRTP
National and State Highway System	
Interstate 5 (I-5) [Yale-State Route 55 (SR-55)] Segment 2	LRTP Measure M2 (M2)
Olympic Readiness Project: Interstate 605/Katella Avenue Interchange	LRTP M2
SR 55 [I-5 to State Route (SR 91)]	SR-55 Comprehensive Multimodal Corridor Plan (CMCP) LRTP M2
Olympic Readiness Project: State Route 57 (SR-57) (Orangewood to Katella)	LRTP M2
Ortega Highway Wildlife Crossing	LRTP
Managed Lanes	
I-5 (Pico to San Diego Line)	South Orange County Multimodal Transportation Study LRTP

Project	Planning Document Consistency[1]
Freight / Trade Corridors	
SR-57 (Lambert to Orange County Line)	LRTP
State Route 91 (SR-91) (La Palma to SR-55)	SR-91 Implementation Plan SR-91 CMCP Plan LRTP
SR-91 (Acacia Street to La Palma)	SR-91 Implementation Plan SR-91 CMCP LRTP
Technology / Signal Upgrades	LRTP

Notes
1. Cost information is not included as estimates change over time.

ATTACHMENT E

Capital Funding Program Report

Bus Transit Project

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Go Local - Step 1	S	$5,730							$5,730		
Mobile ticketing equipment	S	$4,036						$4,036			
M2 Project V Community Circulators	V	$53,767								$53,767	
M2 Project W Safe Transit Stops (City)	W	$1,708								$1,708	
M2 Project W Safe Transit Stops (OCTA)	W	$370								$370	
40 Hydrogen Fuel-Cell 40-Foot Buses		$65,595	$29,831					$35,764			
Anaheim Transportation Network suballocation		$8,942		$8,942							
Associated Transportation Improvements		$556		$556							
Bike Lockers at Santa Ana Regional Transportation Center (SARTC)		$2,000						$2,000			
Bravo! 553 (operating costs)		$7,275	$5,721					$1,554			
Bus engine repowers (173)		$12,365	$12,365								
Capitalized cost of contracted services FY 2021-22 to FY 2025-26 (ACCESS and contracted fixed-route contracts)		$347,334		$249,882							$97,452
DCFC Charging at Fullerton Transportation Center and SARTC		$1,250						$1,250			
Digital bus stop sign 13" along high quality transit corridors (143 sign)		$2,500				$2,500					
Engine repower/rebuild contract		$4,071					$4,071				
Enhanced Mobility for Seniors and Disabled (EMSD) Call		$2,280									$2,280
Facilities upgrades, modifications, and replacement projects		$1,739					$1,739				
Harbor Blvd. dynamic bus lane (env./engineering)		$5,100						$5,100			
Harbor Boulevard Connected Bus Pilot Stage I		$2,000		$1,600				$400			
Harbor Boulevard Connected Bus Pilot Stage II		$6,800						$5,400		$1,400	
Harbor Boulevard high-capacity transit expansion environmental		$14,000	$14,000								
Heating-Ventilation Unit Replacement at Santa Ana bus base		$7,000					$7,000				
Hydrogen Fueling Station at Garden Grove		$13,500						$13,500			
Installation of Battery-Electric Chargers at Santa Ana Base		$1,500					$1,500				
Non-fixed-route paratransit operations assistance - FY 2021-22 to FY 2025-26		$257,046		$97,682							$159,364
OC Bus Operations - Connections to OC Streetcar		$6,072						$6,072			
OC Mobility Hubs Strategy		$297	$263			$34					
Open payment system and smart fareboxes		$26,500						$26,500			
Preventive maintenance - including salaries and benefits (includes ATN & Laguna Beach)		$362,772		$362,772							
Purchase 117 replacement paratransit vehicles		$14,995		$14,995							
Purchase 131 replacement paratransit vehicles		$32,165		$32,165							
Rehabilitation and renovation at OCTA bus facilities		$1,509		$1,207							$302
Rideshare/vanpool		$20,232	$20,232								
Security Gates at Garden Grove, Santa Ana, Anaheim bases		$5,646					$5,646				
Standby backup generators at Anaheim and IRCC bases		$1,374					$1,374				
Transit Security and Operations Center		$68,261			$3,660	$10,381	$43,828	$5,603			$4,789

Capital Funding Program Report

Bus Transit Project

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Transit service expansion planning		$9,000	$9,000								
Vanpool Program - capital lease		$12,999	$12,999								
Zero emission bus (future)		$34,084	$22,624					$11,460			
Zero emission bus and bus facility		$142,955	$115,594					$27,361			
Zero-emission Bravo! buses (ten-battery electric) and bus infrastructure		$14,004					$6,466	$7,538			
Zero-Emission Paratransit Vehicle Pilot		$5,016		$2,508				$2,507			$1
Bus Transit Project Totals		**$1,586,345**	**$242,629**	**$772,309**	**$3,660**	**$12,915**	**$71,624**	**$156,045**	**$5,730**	**$57,245**	**$264,188**

Federal Funding Total	**$1,018,598**
State Funding Total	**$240,584**
Local Funding Total	**$327,163**
Total Funding (000's)	**$1,586,345**

Bus Transit Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
ACCESS and fixed-route radio systems upgrade		$22,465		$4,434	$341			$16,239			$1,451
Bravo! 529 buses (six)		$3,595	$549					$3,046			
Bus replacement - articulated alternative fuel buses (60')		$31,105	$22,250	$8,855							
Bus replacement (40' and ACCESS)		$149,009	$29,198	$68,139							$51,672
Engine rebuild		$16,294		$14,824				$1,470			
FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities		$3,657		$3,657							
FTA Section 5316 Jobs Access and Reverse Commute		$13,962		$13,962							
FTA Section 5317 New Freedom		$6,388		$6,388							
Goldenwest Transportation Center parking structure		$4,000	$3,400								$600
Goldenwest Transportation Center surface lot		$2,000						$1,200			$800
Heating ventilation unit replacements		$405		$313			$92				
iShuttle replacement buses (12)		$6,760					$6,084				$676
MSRC County Transportation Commission Partnership Program		$2,761						$1,924			$837
Purchase 201 40-foot alternative fuel replacement buses (OCTA)		$94,599		$64,148							$30,451
Transit Security Program		$3,167						$3,167			
VSS upgrades at OCTA facilities		$1,159		$960				$199			
Zero-emission hydrogen fuel cell buses (ten)		$12,978					$5,640	$7,338			
Bus Transit Project Completed Totals		**$374,304**	**$55,397**	**$185,680**	**$341**		**$11,816**	**$34,583**			**$86,487**

Capital Funding Program Report

Bus Transit Project Completed												
				Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local

Federal Funding Total	$241,418
State Funding Total	$46,399
Local Funding Total	$86,487
Total Funding (000's)	$374,304

Capital Funding Program Report

Local Road Project

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
State-Local Partnership Program (SLPP) formula grant call	M1/Q	$54,445						$24,945	$1,280	$27,249	$971
M2 Project O Regional Capacity Program call	O	$402,211						$24,254		$377,957	
SR-57 truck climbing lane phase I - Lambert Road interchange improvement	O	$121,500			$7,719	$74,705				$19,254	$19,822
M2 Project P Regional Signal Synchronization Program call	P	$158,828	$1,774					$11,762	$4,546	$140,746	
Regional Traffic Signal Synch (Edinger Ave, MacArthur Blvd/Talbert Ave, and Warner Ave)	P	$15,000					$10,200			$4,200	$600
M2 Project Q Fair Share Program (FY 2016-17 through FY 2021-22)	Q	$361,621								$361,621	
M2 Project X Environmental Clean Up	X	$64,449								$64,449	
Active Transportation Program - regional call		$82,704	$6,359		$62,653	$92		$107			$13,493
Bicycle Corridor Improvement Program (BCIP)		$63,128	$43,755								$19,373
Bristol Street widening		$44,750									$44,750
Countywide Signal Synchronization Baseline		$15,000	$15,000								
First Street Multimodal Boulevard Design		$4,300						$4,300			
Local Agency led SCCP projects		$3,357					$3,357				
M1 Combined Transportation Funding Program (CTFP)		$34,000							$34,00		
McFadden Avenue Transit Signal Priority Pilot		$3,690						$3,690			
OC Connect Santa Ana - Garden Grove Rails to Trails		$8,000			$3,750	$3,900		$350			
OC Loop - Segment A		$38,233				$38,233					
Orange County Complete Streets (Wave 3)		$34,706	$26,316								$8,390
Orange County Complete Streets (Wave 4)		$5,229	$4,687								$542
Orange County Complete Streets Program (Wave 1)		$40,915	$25,062								$15,853
Orange County Complete Streets Program (Wave 2)		$40,072	$33,421								$6,651
Pavement Management Relief Funding Program		$9,469			$3,811			$5,658			
SCAG sustainability planning grants		$720			$671						$49
Traffic signal improvements		$15,000				$12,000					$3,000
Transportation enhancement activities		$22,172			$15,628						$6,544
		$1,643,499	**$156,374**		**$94,232**	**$128,930**	**$13,557**	**$75,066**	**$39,826**	**$995,476**	**$140,038**

Local Road Project Totals	
Federal Funding Total	$250,606
State Funding Total	$217,553
Local Funding Total	$1,175,340
Total Funding (000's)	$1,643,499

Local Road Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Grand Avenue widening, 1st Street to 4th Street	O	$12,537	$6,708								$5,829

Capital Funding Program Report

Local Road Project Completed												
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Kraemer Boulevard grade separation	O	$63,830	$22,044					$16,973		$22,981	$1,832
Lakeview Avenue grade separation	O	$110,702	$37,102		$9,709			$27,344		$21,792	$14,755
Orangethorpe Avenue grade separation	O	$106,043	$38,240		$18,600			$30,324		$16,182	$2,697
Placentia Avenue grade separation	O	$64,539						$33,386		$27,453	$3,700
Raymond Avenue grade separation	O	$125,419						$95,482		$22,373	$7,564
State College Boulevard grade separation	O	$99,380	$27,161		$10,887			$34,785		$15,460	$11,087
Tustin Avenue/Rose Drive grade separation	O	$96,638	$45,957					$22,534		$26,384	$1,763
M2 Fair Share State - Local Partnership Grant Program	Q	$7,032						$3,516		$3,516	
Antonio Parkway widening		$32,553	$15,499								$17,054
ARRA transportation enhancements		$6,833			$4,049				$500		$2,284
Arterial Pavement Management Program		$50,951	$19,655		$604						$30,692
Atlanta Avenue widening		$4,160	$2,278								$1,882
Firestone Boulevard widening at Artesia Boulevard		$2,468	$2,059								$409
Local Agency American Reinvestment and Recovery Act of 2009 rehabiliation projects		$32,369			$32,369						
Del Obispo widening	M1	$6,419	$3,740								$2,679
I-5 at La Paz interchange improvements	M1	$8,942	$2,800						$1,792		$4,350
Imperial Highway Smart Streets	M1	$1,900						$200	$200		$1,500
Traffic Light Synchronization Program (TLSP), countywide - Proposition 1B	M1	$8,000						$4,000	$4,000		
Local Road Project Completed Totals		**$840,715**	**$223,243**		**$76,218**			**$268,544**	**$6,492**	**$156,141**	**$110,077**

Federal Funding Total	**$299,461**
State Funding Total	**$268,544**
Local Funding Total	**$272,710**
Total Funding (000's)	**$840,715**

Capital Funding Program Report

Rail Project												
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
OC Streetcar (New Starts)	M1/S	$649,000	$130,132	$171,961				$175,427		$171,480	
OC Streetcar (non-New Starts)	M1/S	$16,702		$342					$6,904	$9,313	$143
OC Streetcar (operations and potential future capital needs)	M1/S	$0	$0								
Anaheim Canyon Station	R	$34,200	$30,432							$2,000	$1,768
Coastal Rail Infrastructure Resiliency Project Environmental Phase 2	R	$10,220			$8,176					$2,044	
Coastal Rail Stabilization Priority Project	R	$313,580			$103,824		$80,000	$128,800		$956	
Cyprus Shore Initial Track Stabilization Projects (MP 206.8)	R	$8,000								$7,000	$1,000
Cyprus Shore Track Stabilization Projects (MP 206.8)	R	$14,110	$6,000		$1,210	$6,000		$200		$700	
Fullerton Transportation Center stair rehabilitation	R	$1,065		$1,030							$35
Future VSS	R	$217		$174							$43
Inland Slope Rehabilitation Phase II	R	$8,170					$2,400			$5,770	
Irvine Station Improvement Project	R	$6,330						$6,330			
Laguna Niguel to San Juan Capistrano passing siding	R	$35,956	$24,652	$1,015		$3,000		$6,734			$555
Metrolink fare revenue loss	R	$135,745						$135,745			
Metrolink new capital	R	$11,249	$2,121	$9,128							
Metrolink rehabilitation/renovation - FY 2021-22 to FY 2025-26	R	$199,302		$199,302							
Metrolink station and track improvements, and rehabilitation	R	$3,063		$2,617							$446
MP 204.2 Mariposa Point	R	$9,200				$9,200					
OC Maintenance Facility	R	$91,428		$198		$20,000		$71,230			
Orange Olive Wye connection	R	$16,000				$16,000					
Placentia Commuter Rail Station	R	$34,825	$50			$2,500		$400		$8,000	$23,875
Preventive maintenance (SCRRA - Metrolink)	R	$92,953		$92,953							
Rail track and structures	R	$88,504						$88,504			
San Clemente Track Protection (MP 204.6)	R	$5,500				$3,000	$2,500				
San Juan Creek Bridge replacement	R	$65,670	$908	$39,833	$913		$5,578	$17,059		$1,379	
SCRRA operating subsidy assistance	R	$2,510								$2,510	
Slope and culvert improvements	R	$300		$300							
Slope stabilization Laguna Niguel-Lake Forest	R	$5,168		$4,834						$334	
Tactile tile project	R	$1,569		$1,538						$31	
VSS at commuter rail stations	R	$4,409		$3,594				$56			$759
M2 Project S Transit extensions to Metrolink (Rubber Tire)	S	$733								$733	
OC Streetcar operations	S	$78,874	$19,500					$59,374			
Pedestrian Audible Warning System (PAWS)		$2,036						$1,818			$218
ARTIC environmental, ROW, program management support, site plan	M1	$41,369							$8,869		$32,500
Rail Project Totals		**$1,987,957**	**$213,795**	**$528,819**	**$114,123**	**$59,700**	**$90,478**	**$691,677**	**$15,773**	**$212,250**	**$61,342**

Capital Funding Program Report

Rail Project

Federal Funding Total	$856,737
State Funding Total	$841,855
Local Funding Total	$289,365
Total Funding (000's)	$1,987,957

Rail Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Fullerton Transportation Center parking expansion	M1/R	$33,667				$11,250		$11,035	$9,718		$1,664
Laguna Niguel-Mission Viejo Station parking improvements and expansion (ADA ramps)	M1/R	$5,581	$3,204	$732					$1,645		
Metrolink Grade Crossing safety improvements (OCX)	M1/R	$80,618						$18,250	$7,600	$30,710	$24,058
Metrolink rolling stock	M1/R	$158,009	$42,230	$35,390				$36,300	$44,089		
Metrolink service track expansion	M1/R	$119,957						$51,399	$68,558		
Orange Transportation Center parking structure	M1/R	$31,003	$2,555	$2,644		$13,762			$1,850	$420	$9,772
Sand Canyon Avenue grade separation	M1/R	$62,050	$10,536					$28,192	$3,116	$5,352	$14,854
M2 Project S Fixed-Guideway Anaheim Rapid connection	M1/S	$9,924		$1,516					$6,000	$1,286	$1,122
Anaheim Regional Intermodal Transportation Center (ARTIC) construction	M1/T	$184,164	$33,250	$37,253	$3,501	$29,219			$43,900	$35,291	$1,750
Fullerton Transportation Station expansion planning, environmental PSR	M1/T	$0	$0						$0		
Santa Ana grade separation planning and environmental PSR	M1/T	$1,333	$1,180						$153		
Santa Ana Transportation Station planning and environmental PSR	M1/T	$1,003	$888						$115		
17th Street grade separation environmental	R	$2,476								$2,476	
Control Point at 4th Street	R	$2,985		$2,985							
Control Point Stadium crossover	R	$6,490		$3,245				$3,245			
LOSSAN Corridor grade separations PSR in Anaheim, Orange, and Santa Ana	R	$2,699								$2,699	
Metrolink grade crossing safety improvements ROW	R	$3,025								$3,025	
North Beach crossings safety enhancements	R	$348						$166		$182	
Positive Train Control (Metrolink)	R	$39,916		$4,492	$1,234			$34,190			
Rail Crossing signal lights and pedestrian gates	R	$252						$252			
Rail station platform safety improvements (Fullerton, Irvine, and Tustin)	R	$553						$553			
Safety repairs for San Clemente Pier Station	R	$122						$122			
San Clemente Beach Trail crossings safety enhancements	R	$4,999						$2,170		$2,251	$578
Ticket vending machines	R	$6,857									$6,857
Transit Rail Security (monitors, fencing, video surveillance)	R	$163						$163			
Go Local	S	$7,730							$7,730		
Fiber Optics installation (Metrolink)	M1	$23,183		$10,903				$10,479	$1,801		
Laguna Niguel-Mission Viejo Station parking expansion (south lot)	M1	$4,135						$695	$3,440		

Capital Funding Program Report

Rail Project Completed											
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Tustin Rail Station parking expansion	M1	$15,390				$1,100		$7,181	$7,109		
		$808,632	$93,843	$99,160	$4,735	$55,331		$204,392	$206,824	$83,692	$60,655

Rail Project Completed Totals	
Federal Funding Total	$197,738
State Funding Total	$259,723
Local Funding Total	$351,171
Total Funding (000's)	$808,632

Capital Funding Program Report

State Highway Project

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5 widening, I-405 to Yale Avenue (Segment 1)	B	$337,943	$47,473		$5,421	$95,338	$11,374			$178,337	
I-5 widening, Yale Avenue to SR-55 (Segment 2)	B	$261,164	$32,527				$9,780			$218,857	
I-5 widening, Alicia Parkway to El Toro Road (Segment 3)	C	$227,523	$49,897		$4,728		$16,915			$155,983	
I-5 widening, Oso Parkway to Alicia Parkway (Segment 2)	C	$228,675	$48,676		$7,921					$172,078	
I-5 widening, SR-73 to Oso Parkway (Segment 1)	C	$248,198	$28,167		$6,433	$73,735	$18,242	$29,832		$91,789	
I-5, SR-73 to El Toro Road landscaping/replacement planting	C	$12,335	$790			$6,000				$5,545	
I-5/El Toro Interchange	D	$9,713	$9,213							$500	
SR-55 (I-5 to SR-91)	F	$202,135	$7,865		$2,641					$191,629	
SR-55 widening between I-405 and I-5	F	$505,720	$160,500		$42,375	$80,000	$140,000			$82,845	
SR-57 Orangewood Avenue to Katella Avenue	G	$120,921	$11,500		$3,240					$106,181	
SR-57 truck climbing lane phase II: Lambert Road to LA County Line	G	$24,500				$24,500					
SR-91, Acacia Avenue to La Palma Avenue (Segment 3)	I	$222,404	$1,770		$3,000					$30	$217,604
SR-91, La Palma Avenue to SR-55 (Segment 2)	I	$380,681	$3,460		$4,000		$6,641			$40	$366,540
SR-91, SR-55 to Lakeview Avenue (Segment 1)	I	$132,777	$1,770		$5,000		$42,566			$30	$83,411
SR-91, SR-57 to SR-55 (Segment 1,2 and 3) Outreach	I	$2,000									$2,000
SR-91, SR-241 to I-15	J	$41,800									$41,800
I-405 improvements, SR-73 to I-605	K	$2,159,999	$35,000		$10,648			$89,771		$1,395,650	$628,930
I-405 (I-5 to SR-55)	L	$8,000	$8,000								
I-605/ Katella Avenue interchange	M	$53,014	$17,800							$35,214	
241/91 Express Lanes (HOT) connector		$182,298	$50								$182,248
I-5 Managed Lane Project from Avenida Pico to San Diego County Line		$7,728	$6,978								$750
I-5 widening, I-405 to Yale Avenue (Segment 1) Multi Asset Project		$50,144			$36,400			$13,744			
I-5 widening, Yale Avenue to SR-55 (Segment 2) Multi Asset Project		$27,861			$27,861						
SR-74 - Gap closure for 0.9 mile and multimodal improvements		$87,513	$30,000		$4,250	$43,913				$7,200	$2,150
SR-74 widening, City/County line to Antonio Parkway		$40,905	$5,285			$10,000					$25,620
SR-91, Acacia Avenue to La Palma Avenue (Segment 3) Multi Asset Project		$35,046			$26,021			$9,025			
SR-91, SR-55 to Lakeview Avenue (Segment 1) Multi Asset Project		$7,968			$7,968						
		$5,618,965	**$506,721**		**$197,907**	**$333,486**	**$245,518**	**$142,372**		**$2,641,908**	**$1,551,053**

State Highway Project Totals	
Federal Funding Total	$704,628
State Funding Total	$721,376
Local Funding Total	$4,192,961
Total Funding (000's)	$5,618,965

State Highway Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local

Capital Funding Program Report

State Highway Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5 from SR-55 to SR-57, add one HOV lane each direction	A	$41,500	$36,191							$5,309	
I-5 HOV lane each direction s/o PCH to San Juan Creek Road	C	$74,300	$11,326					$20,789		$42,185	
I-5 HOV lanes from s/o Avenida Vista Hermosa to s/o PCH	C	$75,300	$12,065			$46,779				$16,456	
I-5 HOV lanes: s/o Avenida Pico to s/o Avenida Vista Hermosa	C	$83,500	$26,867		$1,600	$43,735				$11,298	
I-5/SR-74 interchange improvements	D	$80,300				$48,683		$24,109	$2,500		$5,008
I-5/SR-74 interchange landscaping/replacement planting	D	$1,440			$752	$688					
SR- 57 n/b widening, Katella Avenue to Lincoln Avenue - landscaping	G	$2,172								$2,172	
SR- 57 n/b widening, SR-91 to Yorba Linda Boulevard - landscaping	G	$946								$946	
SR-57 n/b widening, Katella Avenue to Lincoln Avenue	G	$35,827						$24,127		$11,700	
SR-57 n/b widening, SR-91 to Yorba Linda Boulevard	G	$51,354						$39,475		$11,879	
SR-57 n/b widening, Yorba Linda to Lambert Road	G	$52,871						$41,250		$11,621	
SR-57 n/b widening, Yorba Linda to Lambert Road - landscaping	G	$1,193								$1,193	
SR-91 w/b connect existing aux lanes, I-5 to SR-57	H	$62,977						$27,227		$35,750	
SR-91 w/b connecting existing aux lanes, I-5 to SR-57 - landscaping	H	$2,290								$2,290	
SR-91 w/b (SR-55 - Tustin interchange) improvements	I	$43,753				$15,753		$14,000		$14,000	
SR-91 e/b widening, SR-241 to SR-71	J	$57,773			$45,911					$6,942	$4,920
SR-91 w/b routes 91/55 - e/o Weir Canyon Road replacement planting	J	$2,898				$2,898					
SR-91 widening, SR-55 to Gypsum Canyon Road (Weir Canyon Road/SR-241)	J	$76,993				$22,250		$54,045		$698	
I-405 s/b aux lane - University Drive to Sand Canyon Avenue and Sand Canyon Avenue to SR-133		$2,328				$2,328					
I-405/SR-22/I-605 HOV connector - landscaping		$4,600	$4,600								
HOV connectors from I-405 and I-605	M1	$173,091	$14,787					$135,430	$16,200		$6,674
HOV connectors from SR-22 to I-405	M1	$115,878	$64,375		$49,625				$1,878		
State Highway Project Completed Totals		**$1,043,284**	**$170,211**		**$97,888**	**$183,114**		**$380,452**	**$20,578**	**$174,439**	**$16,602**

Federal Funding Total	**$268,099**
State Funding Total	**$563,566**
Local Funding Total	**$211,619**
Total Funding (000's)	**$1,043,284**

Capital Funding Program Report

Acronyms:

Aux - Auxilliary
Board - Board of Directors
CMAQ - Congestion Mitigation Air Quality Improvement Program
E/B - Eastbound
E/O - East of
FTA - Federal Transit Administration
HOT - High-Occupancy Toll
HOV - High-Occupancy Vehicle
I-405 - Interstate 405
I-5 - Interstate 5
I-605 - Interstate 605
LA - Los Angeles
M Code - Project Codes in Measure M1 and M2
M1 - Measure M1
M2 - Measure M2
N/B - Northbound
OC - Orange County
OCTA - Orange County Transportation Authority
PCH - Pacific Coast Highway
S/B - Southbound
S/O - South of
SB 1 - SB 1 (Chapter 5, Statutes of 2017)
SR-133 - State Route 133
SR-22 - State Route 22
SR-241 - State Route 241
SR-55 - State Route 55
SR-57 - State Route 57
SR-71 - State Route 71
SR-73 - State Route 73
SR-74 - State Route 74
SR-91 - State Route 91
STBG - Surface Transportation Block Grant
STIP - State Transportation Improvement Program
W/B - Westbound

OCTA

July 14, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Issue Request for Proposals for Bus Stop Electronic Signage Expansion Project

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm for the development and implementation of real-time arrival signage at various bus stop locations.

Recommendations

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4117 to select a firm to develop and implement real-time arrival signage at various bus stop locations.

B. Approve the release of Request for Proposals 5-4117 for the development and implementation of real-time arrival signage at various bus stop locations.

Discussion

In 2022, Orange County Transportation Authority (OCTA) initiated a pilot project to implement 26 electronic signage (eSignage) devices at OC Bus Rapid 553 bus stops. These eSignage devices display near real-time arrival times, are powered by a solar battery, mounted on free-standing poles, Americans with Disabilities Act (ADA) compliant, managed via a hosted content management system, and receive updates via cellular service. Due to positive feedback from passengers, additional funding has been secured to expand the pilot along three more heavily traveled OC Bus Rapid routes. These routes are OCTA's version of Bus Rapid Transit (BRT) service, designed to offer faster, more efficient bus travel through high-ridership corridors with frequent service. By delivering real-time bus arrival information, the new signage will improve convenience for a larger number of riders and enhance the overall efficiency and visibility of service in OCTA's busiest transit corridors. Real-time arrival updates are a hallmark feature of BRT systems, and their continued expansion along OC Bus

Rapid routes reflects OCTA's commitment to providing reliable, high-quality transit experiences

The Bus Stop eSignage Expansion Project will be implemented in the following three phases:

1. Phase 1 will involve deploying 39 new devices along McFadden Avenue between Harbor Boulevard and Grand Avenue in the City of Santa Ana. This corridor is fully funded through a 2021 Regional Early Action Planning (REAP) grant to pilot Transit Signal Priority and implement street improvements for transit, such as new bus shelters, benches, and the 39 eSignage devices in this phase. In accordance with the grant requirements, all work must be completed and invoiced no later than June 20, 2026.

2. Phase 2 will involve deploying up to 99 new devices along the three OC Rapid routes, and additional bus stop locations based on the highest ridership and transfer activity. OCTA has secured $2.5 million in State Transportation Improvement Program (STIP) funds to support the expansion of the eSignage devices. Phase 2 is anticipated to begin following the completion of Phase 1, though concurrent implementation may occur if Phase 1 remains unaffected.

3. Phase 3 will involve deploying 26 new devices to replace the existing eSignage devices currently installed at OC Bus Rapid 553 bus stops. This effort will also be funded through the $2.5 million in STIP funds. Implementation is scheduled to begin after the current contract expires on May 24, 2027.

Procurement Approach

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

The recommended evaluation criteria and weightings are as follows:

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

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm is weighted at 20 percent to ensure the firm has prior experience in developing and implementing eSignage devices for similar projects as outlined in the scope of work. Staffing and project organization is weighted at 25 percent to ensure the firm's staff have the requisite expertise for completing a project of similar size and technical scope. Work plan is weighted at 30 percent to ensure the firm demonstrates their understanding and approach to meeting all required tasks. Cost and price is weighted at 25 percent to ensure OCTA receives value for the services provided.

The contract term for this procurement will be for a five-year term. The total cost for the term is anticipated to be approximately $3,065,000.

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

Fiscal Impact

These project expenditures are incorporated in OCTA's Proposed Fiscal Year 2025-26 Budget, pending Board approval, and will be fully funded with two different grant sources. Phase 1 (39 devices along the McFadden Avenue corridor) are funded with a 2021 REAP grant for $565,500. Phases 2 and 3 (99 new and replacement of the existing 26 devices) are funded with $2.5 million in STIP funds.

Summary

Board of Directors' approval is requested to release RFP 5-4117 to select a firm for the development and implementation of real-time arrival signage at various bus stop locations, as well as approval of the proposed evaluation criteria and weightings.

Attachment

A. Draft Request for Proposals (RFP) 5-4117, Electronic Signage for Bus Stop Expansion Project

Prepared by:

Jeffrey Tatro
Section Manager I – Schedule and Bus Operations Support
(714) 560-5865

Approved by:

Kimberly Tucker
Interim Director of Bus Operations
(714) 560-5715

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

Johnny Dunning, Jr.
Chief Operating Officer, Operations
(714) 560-5710

ATTACHMENT A

DRAFT REQUEST FOR PROPOSALS (RFP) 5-4117

BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT

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

Key RFP Dates

Issue Date:	**July 14, 2025**
Pre-Proposal Conference Date:	**July 23, 2025**
Question Submittal Date:	**July 29, 2025**
Proposal Submittal Date:	**August 12, 2025**
Interview Date:	**September 3, 2025**

FUNDED BY THE REGIONAL EARLY ACTION PLANNING GRANTS OF 2021 (REAP 2.0) AND SHORT TERM INCENTIVE PLAN (STIP) GRANT

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July 14, 2025

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 5-4117: "BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop and implement electronic signage (eSignage) devices at OCTA bus stops to provide real-time route information, additional messaging, and images. The budget for this project is $3,065,000 for a five (5)-year term.

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

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 12, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-4117**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at 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 5-4117, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Computer: Hardware & Software	Enterprise Asset Management (EAM) Software
	Graphic Design and Desktop Publishing Software
	Hardware Components & Accessories
	Operating Systems and Network Software
	Software Development Tool Software
	Transit Demand Management Software
Construction Professional Services	Traffic Control Devices
	Transportation Network Providers
	Transportation Service Providers

A pre-proposal conference will be held both on-site/in-person and via teleconference on July 23, 2025, at 1:30 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07.

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

- **Join the meeting now**
- OR Call-in Number: 916-550-9867
- Conference ID: 989290159#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established September 3, 2025, 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.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held both on-site/in-person and via teleconference on July 23, 2025, at 1:30 p.m.

For prospective Offerors who wish to join on-site/in-person, the pre-proposal conference will be held at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07.

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

- **Join the meeting now**
- Call-in Number: 916-550-9867
- Conference ID: 989290159#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Gina Torres, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560.5566, Fax: 888.404.6282
Email: gtorres@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at gtorres@octa.net no later than 2:00 p.m., on July 29, 2025.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-4117" in the subject line of the e-mail. 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 August 5, 2025. Offerors may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via email.

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

Category:	Commodity:
Computer: Hardware & Software	Enterprise Asset Management (EAM) Software

	Graphic Design and Desktop Publishing Software Hardware Components & Accessories Operating Systems and Network Software Software Development Tool Software Transit Demand Management Software
Construction Professional Services	Traffic Control Devices Transportation Network Providers Transportation Service Providers

Inquiries received after 2:00 p.m. on July 29, 2025 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 12, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-4117**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no

representations that any contract will be awarded to any Offeror responding to this RFP.

c. The Authority reserves the right to issue a new RFP for the project.

d. The Authority reserves the right to postpone proposal openings for its own convenience.

e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five (5)-year term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring

disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

O. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, 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 Gina Torres, Senior Contract Administrator and must, at a minimum, contain the following:

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to 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.

(7) Identify as a qualified software licensors and distributors, as well as certified value-added resellers of qualified software licensors.

b. Proposed Staffing and Project Organization

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

Offeror to:

(1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

(2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

(3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.

(4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

(5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

(1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

(2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

(3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.

(4) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.

(5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

(6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

(7) Provide in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA.

(8) Provide a schedule identifying all phases and the high-level tasks in sufficient detail.

d. Exceptions/Deviations

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

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

and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

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

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the prices quoted in the schedules. It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The

offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Board Committee date on Finance and Administration and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm **20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. Staffing and Project Organization **25%**

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 **30%**

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 **25%**

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 September 3, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
BUS STOP ELECTRONIC SIGNAGE EXPANSION PROJECT

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1. BACKGROUND

The Orange County Transportation Authority (OCTA) is a state-mandated, multi-modal transportation agency in Orange County, California. OCTA regulates, prioritizes, funds, plans, designs, builds, operates, and maintains the transportation network. This includes major highway & freeway projects, high-occupancy managed lanes, street improvements, commuter rail, streetcar, the public transit system, paratransit services and taxi services.

In 2022, OCTA implemented twenty-six (26) electronic signage (E-Signage) devices at twenty-six (26) Rapid 553 bus stops. These devices provide near-real-time arrival and departure times and emergency or marketing information. They are powered by a solar battery, mounted on free-standing poles, are American Disability Act (ADA) compliant, managed via a hosted Content Management System (CMS) application and receives updates via cellular services. The awarded contract was for five (5) years with an end date of May 24, 2027. With positive feedback from OCTA's riders, additional funds have been secured to expand E-Signage devices along heavily travel bus routes and will be implemented in the following three (3) different phases.

Phase 1 will consist of deploying thirty-nine (39) new devices along McFadden Avenue in the City of Santa Ana. This phase is fully funded through the Regional Early Action Planning (REAP) Grants of 2021 in the amount of $565,500. In accordance with the grant requirements, all work must be completed and invoiced no later than June 20, 2026.

The project is funded by the California Transportation Commission Active Transportation Program and Regional Early Action Planning Grants of 2021 (REAP 2.0) administered by the Southern California Association of Governments (SCAG). Consultant proposals and supporting documents for the project contract may be subject to audit or review by the California Department of Transportation (Caltrans) or SCAG.

Phase 2 will consist of deploying up to ninety-nine (99) new devices at existing OCTA bus stops across several cities, including, but not limited to the cities of Stanton, Westminster, Anaheim, Fullerton, Buena Park, Santa Ana, and Garden Grove. OCTA has secured $2.5 million in State Transportation Improvement Program (STIP) funds to support the expansion of the E-Signage devices. This phase is anticipated to begin following the completion of Phase 1, though concurrent implementation may occur, provided that Phase 1 remains unaffected.

Phase 3 will consist of deploying twenty-six (26) new devices to replace the existing twenty-six (26) Papercast devices currently installed along the Rapid 553 bus stops. The replacement effort will also be funded through the $2.5 million in STIP funds. Implementation of this phase is scheduled to begin after the current contract with Urban Solar concludes on May 24, 2027.

These devices will receive real-time route-specific arrival information such as route details and estimated time of arrival (ETA), as well as additional non-route-specific information. The devices are expected to be mounted into either existing bus shelters or a stand-alone pole. In addition, the devices should allow for both day and night-time view and have either a solar-powered or non-rechargeable battery source. Each stop where these devices are/will be located includes downward lighting for night visibility and cellular service. OCTA will have five (5) administrators with full read-

write access to the Content Management Software as a Service (SaaS) System who could be accessing the system concurrently.

2. PROJECT GOALS / OBJECTIVES AND HIGH-LEVEL PROJECT SCOPE

OCTA is undertaking multiple initiatives as part of this project, including the procurement of E-Signage devices to display essential transit information to the public. These devices will be designed to withstand vandalism and harsh weather conditions while ensuring compliance with the American with Disabilities Act (ADA) standards. The project involves replacing existing E-Signage devices, installing new E-Signage devices at designated locations, and implementing new SaaS-based device management software. This software will enable OCTA to monitor devices' health in real-time, receive alerts for system issues, and manage public messaging efficiently. Additionally, the software will integrate with General Transit Feed Specification (GTFS), ensuring the display of real-time route and schedule updates for improved passenger communication. A high-level project requirement is summarized below.

Administration & Notifications/Messaging

- Provide near real-time passenger updates.
- Allow administrators to schedule and send messages remotely.
- Implement fallback messages for offline devices.

Device Management

- Enable system users to monitor device health and connectivity.
- Generate reports on device lifecycle, including installation, maintenance, and replacement.
- Automate alerts for vandalism, system failures, and connectivity issues.
- Ability to reboot devices remotely for devices that are offline.

Reporting & Analytics

- Develop a dashboard with graphical views of device performance.
- Allow data exports in multiple formats (XLS, CSV, PDF).
- Implement analytics for route usage and system health.

Customer & Route/Schedule

- Display real-time arrival and route information.
- Provide ADA-compliant text-to-speech functionalities.
- Support high-contrast and large-text displays for accessibility.

Security & Specifications/ADA Compliance

- Ensure devices meet ADA height and visibility requirements.
- Implement tamper-proof and weather-resistant enclosures.
- Offer multi-mounting solutions for different installation needs.

Integration & Data Exchange

- Connect with GTFS for live bus tracking and scheduling.
- Provide seamless data flow between the signage system and transit management software.
- Ensure automatic updates for schedule changes and detours.

Device Deployment

- Installation, replacement, and maintenance of E-Signage devices, including power source, cellular and mounting hardware.
- Compliance with accessibility and security standards.

Software & Data Management

- Real-time updates via GTFS integration.
- Remote monitoring and device health tracking.

User Engagement & Communication

- Passenger-focused UI/UX improvements.
- Multi-platform accessibility, including mobile device compatibility.

Security & Durability Enhancements

- Vandal-resistant and weatherproof hardware.
- Mounting options to prevent theft and damage.

Power & Energy Solutions

- Solar-powered devices for remote locations.
- Hard-wired and battery-powered alternatives.

Surface Transportation Assistance Compliance

- Solution meets Section 165 of the Surface Transportation Assistance (Buy America) Act

3. OCTA RESOURCES

OCTA will establish a project team that will include the following staffing for this project:

- A Project Steering Committee consisting of the Project Sponsors, and major stakeholders which will meet as needed (at a minimum, quarterly) to monitor progress and make any project decisions and course corrections that are needed.
- A Leadership Team consisting of Business Owners, including the Human Resources, Payroll, and Information Systems (IS) departments which will meet regularly (every 2-4 weeks) to drive efforts, address issues.
- An OCTA Information Systems (IS) Project Manager (PM).
- Technical lead(s), who will be available as needed. The technical lead(s) will assist with technical efforts, such as: network configuration, security, databases.
- An Application Analyst (AA) / Business Analyst (BA) and functional experts will be available as needed, based on the project schedule, at the request of the OCTA PM.
- One (1) or more power users from each department will be available as needed. They will assist with application use-case questions and testing.
- System users will be available during certain testing periods. All users of the system will participate, provided they have received proper training.
- OCTA recognizes Mondays and Fridays as Flex-days. Meetings with OCTA staff shall be avoided on those days.
- There are no OCTA resources who will be 100% allocated to this project.

4. CONSULTANT SERVICES, EFFORTS AND DELIVERABLES

Consultant shall provide the following as part of this engagement. The details of each component are outlined in this Scope of Work (SOW), and within the Business Requirements (Attachment A).

- Project Management and Documentation – The various administrative efforts and documentation to implement this system / project.
- Electronic device, power supply, mounting and anti-vandalism hardware.
- Hosted Application Software – The latest software version, including any related application software or modules required.
- Annual Maintenance – The annual maintenance for five (5) years for all software that are being licensed to be implemented as each of the three (3) phases is kicked-off.
- Provision, Install, Configure, Test, and Deploy the software and hardware – The services required to install, set-up and configure all software and hardware products.
- Software Interfaces and Reports – All electronic interfaces between the new system and OCTA's existing application systems (GTFS), as well as the required reports as defined in the Business Requirements.
- Training – Training for OCTA resources.

5. CONSULTANT TEAM

Consultant's personnel shall accept the following as part of this engagement:

- Consultant's resources shall accept the condition that scheduling flexibility is required since OCTA's IS activities are driven by a combination of internal and external dependencies.
- Consultant's resources shall work closely with OCTA PM to plan the expected work for each reporting/billing period. All project work shall be coordinated through the OCTA PM.
- Consultant may use offshore resources where appropriate; however, the OCTA PM shall be aware and approve of the use of offshore resources. Consultant assumes full responsibility for the quality of the resultant deliverables and the timeliness of their delivery.
- Consultant's personnel assigned to work on OCTA projects are responsible for the proper care of OCTA's facilities and equipment made available to them throughout the term of the contract.
- All resources participating on Consultant's project team shall have sufficient comprehension of the English language to read, write, speak, and understand all job-related directions and discussions.
- All communication shall be in English, including verbal and written.
- Verbal and written communication shall be grammatically correct at a university grade-level.
- Consultant's resources shall be available from 8:00am to 5:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.
- OCTA resources work a "flex schedule" (9/80 work week). As a result, Consultant shall plan to not conduct meetings with OCTA resources on Mondays or Fridays.
- Consultant shall provide all phone and desktop-sharing conference-calling dial-in numbers and Uniform Resource Locators (URLs).
- Consultant's resources shall respond to voicemail, email, and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed two (2) business days. If a deadline or 'respond by' date/time is indicated in a communication by OCTA, it will be expected to be met unless it is considered unreasonable by Consultant.

If so, Consultant shall immediately notify OCTA and provide a reasonable deadline that would need to be approved by OCTA.

6. FUNCTIONAL REQUIREMENTS AND NON-FUNCTIONAL REQUIREMENTS

Refer to the attached **Business Requirements – E-Signage for Bus Stops Phase 2.0.xlsx (Attachment A)**.

7. TOPOLOGY ATTACHMENT B

The following business process flows have been documented to describe the current and future state of system connectivity. Please refer to the attached **E-Signage Topology.pdf**.

8. CONTRACT TASKS AND DELIVERABLES

The following tasks correspond to contractual payment schedule. Each phase of the project will include all tasks.

Task 1 – Project Planning and Management

- Consultant shall designate a PM, who shall be the single point of contact for Consultant.
- The following administrative project documentation, deliverables, and actions (listed below) shall be produced, maintained, and made available by Consultant each week for OCTA to ensure accuracy and completeness.
- Adequate time shall be allotted within the schedule for: OCTA's review of project documentation, revisions to be made by Consultant, and final approval by OCTA (including potentially the Project Sponsors, and Project Owners, when applicable) prior to the deadline of each document and deliverable. Upon approval, work will be authorized.

Project Schedule

- OCTA preference is to use Microsoft (MS) Project 2019. The schedule shall identify all tasks in sufficient detail (durations for each detailed task will not be greater than five (5) business days, unless approved by the OCTA PM). Tasks shall be grouped by project phase, and shall include all the relevant deliverables, and project milestones. The tasks shall identify Resources (and Owners if applicable), Start- and End-Dates, Duration of tasks, and Predecessor relationships (whenever applicable). The schedule shall indicate the tasks for which OCTA is responsible.
- The project schedule shall need to incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints for specific OCTA personnel who will be assigned to work on this project.
- The initial draft project schedule shall be submitted to OCTA with the Project Proposal. The project schedule may be further revised during the initial Planning phase, which shall include insertion of OCTA-specific tasks. Then, toward the end of the Design phase, the final project schedule will be approved by OCTA and then baselined to permit identification of future modifications to the schedule. The project schedule shall be updated weekly by Consultant's PM to accurately identify percent (%) physical work complete, or % effort complete (whichever is applicable).

- The applicable costs/fees shall be identified on the project schedule in a "Budget" column. Subsequently, "Amendment # 'x'" columns shall be added, as necessary, to reflect any amendments established during the project lifecycle. "Invoice # 'x'" columns shall be added, as necessary, for each project invoice. The amounts reflected within these columns shall align with the invoice payment schedule to accurately reflect monies due based on % Complete or Milestone (whichever is applicable). Alternatively, the Budget and Cost information may be managed within a separate **Project Finances.xls,** provided by the OCTA project manager, which must be tied to the Project Schedule for the purposes of tracking efforts completed, and their respective payments. Payments shall be reconciled against the project schedule. All invoices shall be accompanied by a current project schedule to show the monies due to the project schedule.

Roles and Responsibilities (R&R) Matrix

- This matrix is to be structured in the form of a RACI (Responsible, Accountable, Consulted, Informed), including Resource Name, Title, Role, Billable Hourly Rate, and % Allocation to the project. Each project document and deliverable shall be identified in the RACI by phase. This matrix shall also clearly define Consultant's lines of communications during the project. The OCTA R&R Matrix template can be used if Consultant does not have a standardized RACI.

Change Orders

- If there are <u>any</u> modifications to scope, resources, budget, or schedule, Consultant is <u>required</u> to submit those requests and <u>obtain approval</u> from OCTA <u>in advance of the work being initiated</u>. The Change Orders shall reflect all additions, deletions, or modifications. Consultant shall provide a detailed report for each required change including the issue number (#), title, date identified, description, alternatives, recommended alternative and impacts to schedule, budget, and resource for the recommended alternative.

Issues, Risks, Action Items, Bugs, Future Enhancements Log (aka Item Log)

- The log shall include item Type, Title, Date Opened, Date Updated, ETA, Opened By, Priority, Description, Assigned To, Status, Comments (updated weekly / date-stamped), and Date Closed. Risks shall be quantified (Occurrence: probability / impact; Control: effective / efficient) in a Risk Assessment. The OCTA MantisHub application (preferred) or similar issues-tracking software must be used, unless pre-approved by the OCTA PM. If another system is approved to be utilized, the OCTA team must be provided with read/write access to Consultant's application. NOTE: A similar Item Log shall be maintained by the Consultant, and shall be accessible to OCTA, during post-implementation for system item-logging management purposes.

Project Status Reports

Submitted to OCTA twice each month (and more frequently if the project is off-schedule, off-scope, or off-budget) and shall be received by noon (Pacific Time) on the Friday it is due. The format for progress reporting can be in Consultant's format. Efforts shall be delineated within the status report for each workgroup (aka project workstream) to permit a clear representation of the individual efforts. The OCTA Project Status Report template can be used if Consultant does not have a standardized Status Report. However, the following elements must be included within the report:

- *Overall Project Status* (Green, Yellow, Red). Green = project is on-track with schedule, budget, scope and/or resources, no major issues; no minor issues that will not be resolved in short-term; nothing to escalate. Yellow = project is at risk of slippage with one or more area of schedule, budget, scope, and/or resources; deviation could be 10 to 20% of plan; the project team has plan to correct the deviation. Red = project is slipping in one or more areas of schedule, budget, scope, and/or resources; management assistance is needed to re-set project.
- *Trend* (Steady, Improving, Degrading). The Trend is a forecast of the probable change in Status within the upcoming one (1) to two (2) weeks.
- *Tasks Completed* during the reporting period.
- *Tasks In-Progress.*
- *Next Steps / Work Planned* for the next reporting period including, but not limited to, those identified per the baseline project plan.
- *Resources* utilized since the previous Status Report, or those Resources needed during the next reporting period.
- *Project Issues*, including description, viable solution(s), owner, deadline, impact if not addressed by the deadline.
- Identification of *Short-Term Risks*, thirty (30) days or less that affects the project's progress, deliverables, or milestones. The risks shall be noted,
- potential solution(s) identified, action required for resolution, and estimated duration of solution.
- Identification of *Long-Term Risks*, sixty (60) days or more that affects the project's progress, deliverables, or milestones. The risk shall be noted, potential solution(s) identified, and action required for resolution, and duration required.

Project Meetings

- Consultant's project team shall co-lead the **Kick-Off meeting** with OCTA's PM. This shall be scheduled to occur after the signing of the contract and the acceptance of the project schedule.
- All Consultant's identified team members or their alternates are required to attend the meeting, unless approved by the OCTA PM. Consultant's PM shall discuss the project approach (describing how the project will be successfully completed, and the implementation approach), the project's goals and objectives, scope, out-of–scope items, work plan, timeline, and team member roles and responsibilities during the meeting, and allow time for questions.
- Consultant's PM shall co-lead the ongoing **Project Meetings**, including the **Kick-Off Meeting**, and **Status Meetings** with OCTA's PM. The meetings shall be held at OCTA's facility in Orange, CA, but Consultant's team may attend the meeting by tele-conference. The purpose of the meetings shall be to review project status, project schedule, Item Log, resolution of issues, assess risk, determine corrective action as required, and to discuss future efforts. At a minimum, meetings with the OCTA's project team shall occur once every month to discuss project progress. Project Status Meetings with Key Stakeholders and Management shall occur at least every two (2) months, as deemed necessary by the OCTA PM. Attendance will be taken at each meeting. **Ongoing** (working) **Meetings** shall primarily be led by Consultant PM, or Consultant Leads throughout the course of the project lifecycle.

- **Meeting Agendas.** The content shall include a list of Topics, Start- and End-time for each Topic, Presenter, Follow-Up Items from previous meetings.
- **Meeting Minutes.** The content shall include a summary of the discussion, Decisions, and Action Items. Minutes shall be distributed after the meeting to the meeting attendees (within one (1) business day).
- **Ancillary Project Deliverables.** Detailed examples of any project-specific deliverables that shall be produced by Consultant during the project engagement shall be provided to OCTA in advance of the start of project to permit OCTA adequate time to assess the reasonableness of the content and approve the format and proposed content.
- **Documentation Repository.** OCTA shall establish a MS Teams or MS SharePoint site for the project, to which Consultant shall have access. All 'master' versions of documentation shall be posted to this site by Consultant. The documents shall be 'checked-out, and –in' to provide control, versioning, and collaboration during the process of drafting the documentation. The project documentation must always be maintained within the Repository.
- All **Deliverables / Documentation** must be submitted to OCTA in digital formats that are compatible with the OCTA MS Office suite, or as approved by the OCTA PM.

Objectives

- Effective and efficient administration of the project.
- Complete and accurate information.
- Transparency.
- Readily accessible information for the appropriate resources.

Deliverables

- Project Schedule
- Roles and Responsibilities Matrix
- Change Orders
- Item Log
- Project Status Reports
- Kick Off Meeting
- Various Meetings
- Meeting Agendas
- Meeting Minutes
- Ancillary Project Deliverables
- Documentation Repository
- Documentation Formats

Task 2 – Requirements Gathering

Consultant shall gather and document OCTA requirements, including use-cases, from OCTA personnel to ensure the system is configured in a way that meets the needs of OCTA processes and policies.

- Business Analysis Joint Application Development (JAD) sessions shall be conducted to gather the **Requirements Documentation**. This includes both the functional and the non-functional requirements. The JAD session must ensure consensus from cross-

functional teams (business, technical and testing teams) by documenting complete, non-redundant, prioritized, and valid features, functions, and requirements. The requirements shall describe the problem, business case, process, and procedures (input, process, output), data model, and any other pertinent information. The ultimate deliverable shall provide the business solution that will be used for the Build/ Configuration, and by the Test Team. The OCTA Business and Technical teams must approve the final Requirements deliverable.

Objectives

- Consensus among cross-functional teams.
- Complete, non-redundant, prioritized valid list of features, functions, and requirements.
- Define all business rules.
- Define the business processes and procedures, including workflow routing, alerts, notifications.
- Define all data interfaces from and to solution.
- Define the user screen views.
- Define the reports required.
- Documentation that can be used during Build/Construction and Testing.

Deliverables

- Detailed and approved **Requirements** documentation in the form of a Requirements Matrix.

Task 3 – Design

Design reviews shall be conducted during the Design Phase to evaluate progress, as well as to evaluate the technical adequacy of the design and conformance with performance, usability, and OCTA technical standards. Consultant shall submit a design review package that includes the design and other information required for the review, including an architecture topology diagram, data flow diagram, hardware, and software versions, network, and security diagrams. Benefits to using AI and how the solution has solved specific business or operational inefficiencies using AI.

Unless Consultant proposes an alternate approach, which is acceptable to OCTA, design review shall include the following:

- Hardware Design Review
- Software Design Review
- Implementation Design Review

The primary objectives of the Design Review shall be to acquaint OCTA with Consultant's intended design and procurement activities, resolve external interfaces. At a minimum, the Design Review shall accomplish the following:

- Confirm Consultant's management team and the scope of supply of sub-suppliers.
- Provide narrative descriptions of the major subsystems proposed by Consultant.
- Identify information needs and decisions required from the agency.

- Confirm that Consultant is familiar with the intended operations and maintenance environment.
- Provide block diagrams showing functionality and interfaces between System Components and elements, such as OCTA's' GTFP feed, which are not to be provided by Consultant but affect the system provided by Consultant.
- Review the solution design, including block diagrams and features.
- Review artificial intelligence (AI) capabilities with full descriptions of how the solution incorporates AI technology. Details should include learning models, diagrams, legal/ethical considerations, integration(s), deployment, data sources, data handling, data security/privacy, data ownership and explainability (decision making) features.
- Consultant's staff shall work closely with OCTA to accurately complete the application implementation and configuration, as well as all related services. Consultant shall also answer questions posed during the application implementation process. All decisions shall be documented.

Security:

- Consultant's technical staff shall work with OCTA's security and project team to review security requirements in the new hosted environment.
- Where necessary, Consultant's technical staff shall assist in evaluating consultant architecture and configuration as related to security and access.
- The website must be using https.

Objectives

- Perform necessary documentation on how solution will be configured/set up and implemented.
- Answer and document application set up questions during the application implementation process.

Deliverables

- A comprehensive Security Plan, which is easily implemented via standard security tools, and which requires minimal maintenance to maintain OCTA's desired level of security.
- Final Design Documentation that includes all implementation and configuration

Task 4 – Configure

Consultant shall configure the solution to ensure compatibility with the system requirements. Changes shall be documented and reviewed with OCTA.

Execute the build and configuration of the solution in test environment.

Objectives

- Perform necessary solution configurations.
- Fully configure and installed operational solution in a test environment.
- Create all identified data interfaces and reports.

Deliverables

- Documented System Configurations, including deviations to the system requirements.
- Test environment solution installed, configured, and developed addressing all listed.

Task 5 – Test

Consultant shall thoroughly test the application to ensure stability, performance, and system functionality prior to making the system available for OCTA testing efforts. Consultant shall develop the Test Plan, Test Cases, and Test Scripts (if automated testing is being conducted).

Test Plan

Consultant shall develop a Testing Plan for the entire project. The Testing Plan shall address each type of testing.

- The Testing Plan shall include who is conducting the testing, what type of testing shall be conducted, when the testing shall be conducted, how long the testing shall be performed, where the testing shall be performed, the purpose of the test (why), and how to conduct the testing.
- The testing shall include unit-, system-, integration-, functional-, non-functional-, hardware/device-, and network-testing.
- Testing may include backup and restore, and disaster recovery procedures.
- Consultant's technical members shall assist OCTA project staff as needed, to complete all User Acceptance Testing.

Test Cases

The Test Cases is a set of conditions or variables under which a Tester shall determine whether a system under test satisfies requirements or works correctly. The process of developing test cases can also help find problems in the requirements or design of an application. The Test Cases shall include a Description, any assumptions or pre-conditions, the steps, and the expected result.

User Acceptance Testing (UAT)

OCTA will conduct UAT of all system functionality. The duration of UAT may be determined by a specific project. Consultant shall be responsible for supporting the UAT efforts, including:

- Clarifying system functionality.
- Troubleshooting and correcting errors and invalid results.
- Updating system documentation (as applicable).

Objectives

- Testing efforts are thorough, effective, and efficient.
- All pertinent resources are clear on the testing process and efforts that will be completed.
- Acceptance Test success criteria are defined.
- Bugs are documented, prioritized, and resolved.
- Any necessary corrections or configuration changes are completed.

- All planned testing is completed successfully.

Deliverables

- Test Plan.
- Test Cases (and Test Scripts if automated testing is being conducted).
- Testing Results.
- Defect logging in Item Log.
- Stakeholder sign-off on the completed testing.

Task 6 – Train

Consultant shall develop a Training Plan for the entire project. The Training Plan shall include the following information: who is conducting and attending the training, what the training will include, when and where the training will be conducted, the purpose of the test (why), and how the training will be conducted.

- Describe the mediums that will be used (videos, manuals, classes, etc.).
- Training Documentation shall be provided that is comprehensive of the system features and functionality for specific use by OCTA Users in OCTA environment. Detailed manuals, outlines, lesson plans, shall be submitted for approval. Instruction shall be designed to be comprehensive of the equipment, and the system features and functionality. The documentation shall be provided in both digital and print format. These manuals shall describe and explain all features and functions of the application, how to use the application, and some common troubleshooting techniques. This training shall include video tutorials, and training Quick Reference Guides.
- Consultant shall be required to provide training for IT (technical training), and System Administration.
- Training will be conducted in person at OCTA's administrative offices in Orange, CA. Other methods will require OCTA approval.
- Consultant shall provide ample in-class training time to ensure the trainees are fully confident and competent to be able to perform their job duties.

Objectives

- Ensure that OCTA project team and the system administrators understand how to manage, maintain, use, and support all technology components involved in consultant's solution.
- Provide training to OCTA project team on how to use system features and functionality.

Deliverables

- Training Plan that denotes the people providing the training, and the resources attending the training, the objectives and expectations of the training, the content that shall be provided, schedule and location, and the purpose of the training.
- Training Documentation, including Quick Reference Guide, manuals, outlines, lesson plans, etc., either paper or digital, for each training session.

Task 7 – Deploy

Consultant shall be responsible for the implementation / deployment of the application into a Production Environment for OCTA to use it as a production system. The Go-Live date is the date OCTA will commence using the application as a Production system.

Go-Live Assessment

Consultant's PM shall prepare a **Readiness Assessment Report** for submission to OCTA's Project Sponsors. This report shall identify any incomplete efforts, tasks, and bug fixes and prioritize their importance from a technical perspective to the cutover date, as well as the plan for addressing the incomplete tasks in the post go-live phase. Contingency plans for Go-Live will be documented.

Objectives

- Complete Readiness Assessment Report.
- Identify outstanding tasks and identify estimated completion dates.
- Prepare the implementation efforts.

Deliverables

- Readiness Assessment Report.
- Draft the Implementation (Deployment) Plan.

Go-Live Plan

A meeting shall be held prior to production deployment to review the Implementation (Deployment) Plan. The Implementation Plan shall include who is participating in the deployment, what the deployment will encompass, when the deployment efforts/tasks will be conducted, where the deployment will be performed.

- Consultant and OCTA PM shall work with the project teams to draft an appropriate **Schedule** that includes the following: tasks, durations, resources, start- and end-times, status reporting, and production **Validation Tests** (to ensure the deployment was completed successfully). This shall be included within the Implementation Plan.
- A **Deployment Checklist** must be documented to ensure all changes are moved to production accurately and completely.
- A **Support Plan** must be documented that will include support before, during, and post-production deployment.
- OCTA requires that all changes to the Production environment must be approved by the project sponsor, business owner and OCTA PM.

Objectives

- Approved Change Control.
- Plan for support-related activities.
- Create schedule.
- Determine Production Validation tests.

Deliverables

- Approved Implementation (Deployment) Plan.
- Go-Live Schedule.
- Deployment Checklist.
- Production Validation Tests.
- Go-Live Support Plan.
- Approved Change Control.

Go-Live / Deployment

Execute the build and configuration of the solution into the production environment.

Objectives

- Fully configured, installed and operational solution in a production environment.
- Create all identified data interfaces.

Deliverables

- Production environment solution installed and configured addressing all listed requirements including identified interfaces, hardware integration and identified reporting.

Final Acceptance

Consultant shall assist OCTA in evaluating results of Production Acceptance Testing. Based on the outcome of this testing, decisions related to setup and processes may need to be re-evaluated to achieve desired results.

Objectives

- Evaluate documented Validation Test scripts.
- Summarize test script processes that did not yield desired results.
- Review and prioritize pending defects.
- Evaluate system setup and process decisions to achieve desired results.
- Completion and sign-off on testing.
- Identification of required action items for project completion.

Deliverables

- Approved Validation Test scripts.
- Updated System Documentation (based on deployment revisions).
- Updated Items Log that with any remaining defects that must be addressed.
- Deployment Acceptance.

Task 8 – Post-Deployment Support / Warranty

OCTA expects Consultant to provide system warranty. Following system acceptance of the application, Consultant shall warranty their work to conform to requirements set forth in this

Scope of Work, for a minimum of sixty (60) calendar days after final software is deployed to production at Go-Live. Consultant shall correct and repair, at no cost to OCTA, any defect, malfunction, or non-conformity that prevents the application from performing in accordance with requirements set forth in this Scope of Work.

- The warranty period shall begin on the Go-Live date if all bugs and defects previously reported during testing have been resolved to OCTA's satisfaction. Go-Live constitutes the date when the solution is formally accepted in writing and ready for deployment in OCTA's production environment. All bugs, defects, and issues.
- Previously reported during testing must be fixed to OCTA's satisfaction before the solution can be formally accepted for Go-Live and before warranty can begin. A test in production is not considered Go-Live.
- If minor issues remain and it is mutually agreed by OCTA and Consultant to proceed with the Go-Live in production to allow Consultant additional time past Go-Live to resolve these minor issues that shall not initiate the start of warranty. In this case a separate written acceptance will be provided to commence the warranty period after all remaining issues have been fixed by Consultant and accepted by OCTA.
- Consultant shall provide Help Desk Services to troubleshoot and resolve system issues or questions. Consultant shall provide a support phone number and website where issues can be raised, documented, managed, and monitored.

Objectives

- On-going support on the business application.
- Continuous improvements to the business application.

Deliverables

- Help Desk contact information, web-based tracking tool, Help Desk services and software fixes, where appropriate.
- Regular installation of software patches or releases to the application.

9. CONSULTANT'S RESPONSE TO PROPOSAL

Proposals for this project are being solicited from qualified software licensors and distributors, as well as certified value-added resellers of qualified software licensors. OCTA encourages Consultants to offer the latest available technology solutions that best meet the program objectives and specific requirements listed herein. Consultant's proposal response shall include the following information, which is **Attachment A** to this scope of work:

Consultant Experience.
Consultant shall have experience implementing this project's software solution.

- Technical Solution Design (TSD) Narrative.
    - Consultant shall include in the "Work Plan" section of its proposal a TSD narrative section highlighting the proposed technical solution for OCTA.
    - This narrative shall include a description of the technical architecture and the justification for their proposed approach. This shall include hardware and/or cloud

hosting environments topology, including network and security components, all third-party software, and integration solutions for disparate components.

Proposed Project Schedule.
For the purposes of the proposal, the schedule shall identify all phases and the high-level tasks in sufficient detail. Tasks shall be grouped into the project phases and shall include all the relevant deliverables and project milestones. The tasks shall identify Resources, Duration of tasks, and Predecessor relationships (whenever applicable). The schedule shall indicate the tasks for which OCTA is responsible.

(During the actual project implementation effort, a more detailed project schedule shall be required [as described in Task 1 – Project Schedule], which shall incorporate OCTA-specified modifications, including duration and start-date modifications, as necessary, to align with their regular work-day activities, business cycles, holidays, and other work-day constraints. This alignment may result in 8 to 12 weeks of additional project duration if sufficient time was not allocated for OCTA to conduct reviews/approvals of project documentation, testing, etc.)

Roles and Responsibilities Matrix.

- Provide the number of resources, and their respective roles.
- Provide an organization chart (Org Chart) that reflects to whom the project personnel report.

NOTE: Please use the ATTACHMENT A Microsoft Excel spreadsheet that is included in this RFP package to answer the questions on the following tabs:

- ALL VENDORS – Table (Columns B & C)
- Functional Requirements (Columns P – U)
- Non-Functional Requirements (Columns F – K)

Instructions, Device Locations, User, Reports, Integrations, Data Exchange, and SLA tabs are additional information.

ATTACHMENT A: BUSINESS REQUIREMENTS

LIMITATION ON GOVERNMENTAL DECISIONS

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

RFP 5-4117 E-Signage for Bus Stop Expansion Requirements List - Instructions

The ALL VENDORS - Tables, Functional Requirements and Non-Functional Requirements sheets should be completed / filled out by the Vendor.
The additional sheets within this Excel file (Location Demographics, Users, Reports and Integrations_Data Exchange) are provided as supplementary information.

Column Color Codes

To be filled out by OCTA
To be filled out by Vendor

ALL VENDORS - Tables sheet

Vendor Response (Y, N, E)	Description
Y	Yes, the vendor can fully meet the requirements.
N	No, the vendor cannot fully meet the requirements.
E	The vendor has an Exception to the requirement. The vendor shall provide a detailed explanation of what the Vendor can or cannot do. Vendor can use (Exhibit F, Exceptions and Deviations Form), if the complete description of the Exception does not fit in the cell provided.

Functional Requirements and Non-Functional Requirements sheets

OCTA's Priority	Description
1 - Required	Require is a must of the vendor's solution.
2 - Preferred / Nice to Have	Require is a nice-to-have but not a must of the vendor's solution.

Proposed Solution's Capabilities	Description
Yes	Available with current version of software.
Future Enhancement	Approved on product roadmap, timeframe is published.
Not Available	Not currently on the product roadmap.

Method to Implement	Description
OOtB with configurations.	The solution has "Out-of-the-box" capabilities and only require configuration to meet the requirements.
Software customization.	The solution would require additional customization of the softare to meet the requirements.
3rd party software.	The solution would require additional customization of the softare to meet the requirements.
Software customization and 3rd party software.	The solution would require both additional customization of the softare and a 3rd party software to meet the requirements.
Not available.	The solution cannot meet the requirements and there are no plans to support this requirement.

Functional Requirements sheet

Category / Department
Scheduling and Bus Operations
Marketing
Non-functional / Technical
Functional

TECHNICAL AND SUPPORT HIGHLIGHTS	Vendor Response (Y, N, E)	If Vendor Response is "E" (i.e., and exception), please provide a detailed explanation of what the Vendor can or cannot do.
Model (SaaS, Cloud, On-Premise)		
Cloud provider (if Cloud-based platform, such as Azure, AWS, etc.)		
Database and version required		
Is database SQL read-only access allowed? (Y/N)		
Supported Browsers (Indicate which is the preferred browser when more than one browser is available)		
Specific desktop requirements (hardware, OS, and software)		
Mobility functions (is the application browser-based, or is application downloaded from App Store or Play Store onto the mobile device)		
Reporting (eg. Business Objects, Jasper, Cognos, Proprietary)		
Additional Software that is required to support or supplement the solution		
Estimated Total Duration of Implementation – Start/End		
Support hours		
SLA's for P1 Issues (See SLA tab for definition)		
SLA's for P2 Issues (See SLA tab for definition)		
SLA's for P3 Issues (See SLA tab for definition)		
SLA's for P4 Issues (See SLA tab for definition)		
Software "Uptime" percentage		
Software updates/fixes – frequency upgrades will be installed		
Software updates/fixes – Level of Effort (High, Med, Low)		
Upgrades – frequency upgrades will be installed		
Upgrades – Level of Effort (High, Medium, Low)		
Upgrades – are upgrades included, or is there additional cost for upgrades		
Interfaces/Integration – programming or tools used (Webservices, XML, groovy, java, etc.)		
Interfaces/Integration - is ongoing support available or are these items under a warranty? If under warranty what is the warranty period.		
List of software systems that have successful interfaces with this solution		
Customizations and/or Personalization of system's screens/UI - does the solution retain all the customizations and/or personalizations when an upgrade is applied? Or, do the customizations / personalizations need to be manually re-applied or re-configured?		
Software Licenses (Perpetual or Annual Fees)		
Headquarters location of Software Firm		
Office location of Implementation Team		
Office location of System's Maintenance and Support Team		
Vendor's solution meets Section 165 of the Surface Transportation Assistance (Buy America) Act		

PROJECT IMPLEMENTATION TASKS AND DELIVERABLES	Vendor Response (Y, N, E)	If Vendor Response is "E", please provide what the firm can or cannot do in detail.
Task 1 - Project Planning & Management		
Project Schedule		
Roles and Responsibilities Matrix		
Change Orders		
Project Status Reports		
Meeting Agendas		
Meeting Minutes		
Documentation		
Task 2 - Requirements Gathering		
Requirements Documentation		
Requirements Traceability Matrix		
System Documentation		
Task 3 - Design		
Design Documentation (all phases)		
Back-up and Recovery Plan		
Systems Integration Design (SID) document		
Release Management Plan		
Task 4 – Construct / Build		
System Configurations		
Technical Documentation		
Task 5 – Test		
Test Plan		
Test Cases / Scripts		
Testing Results		
Defect Logs		
Stakeholder Sign-Off / UAT Sign-Off		

Task 6 – Pilot		
Pilot Plan		
Pilot Acceptance		
Task 7 – Training		
Training Plan		
Training Documentation		
Task 8 – Deploy		
Readiness Assessment Report		
Implementation (Deployment) Plan		
Documented (Go-Live) Schedule		
Deployment Checklist		
Production Validation Tests		
Support Plant		
Change Control Documentation		
Approved Validation Test scripts		
Updated System Documentation		
Updated Items Log w/ open defects		
Deployment Acceptance		
Task 9 – Post Deployment Support		
Help Desk contact information		
Web-based tracking tool		
Help Desk services/software fixes		
Lessons Learned document		

SOLUTION COSTS		

COSTS Year 1		Cost	
Application Software/Licensing *		$	(This should represent the cost for the core software, SaaS Subscriptions, and/or Licensing.)
Third Party Software (if applicable) *		$	(This should represent the cost for any 3rd-party software that is required to support the system.)
Project Implementation Effort	Task 1	$	(The total cost for the project implementation effort should be the sum of the costs of all Tasks 1-9. Please see Section 7 of the Scope of Work, in Exhibit A of this RFP, for detailed description of Tasks 1-9.)
	Task 2	$	
	Task 3	$	
	Task 4	$	
	Task 5	$	
	Task 6	$	
	Task 7	$	
	Task 8	$	
	Task 9	$	
	TOTAL COST of PROJECT IMPLEMENTATION EFFORT	$	
Support		$	(OCTA expects this solution to be used as a production system for at least one (1) years with a five (5) year option after completion of the implementation effort.)
Maintenance		$	
Warranty		$	
Environment (if applicable i.e. UAT, DEV price for each)		$	(Hosting Services, or On-Premise hardware costs.)
Travel and Expenses (if applicable)		$	(Shall be budgeted as a firm-fixed amount based on a calculated number of trips. Please provide the number of trips. OCTA will only pay for trips that are actually travelled.)
Other Costs (if applicable)		$	(If there are other costs, please identify what such costs would be.)

GRAND TOTAL	$0.00	(This amount should reflect the Grand Total for than a 24-month implementation, plus a five (5) years as a production system, for a total of seven-year initial term.)

**Provide the core software, third party software, and any unique technical components that are necessary to support the solution in the "List of Software and Technical Components" table below.*

2-5 Year Option	Year 2	Year 3	Year 4	Year 5
Application Software/Licensing				
Third Party Software				
Support, Maintenance, Warranty				
Environment (if applicable i.e. UAT, DEV price for each)				
Travel and Expenses				
Other Costs (if applicable)				
Maintenance (on-going)				
Support (on-going)				
Warranty (on-going)				
TOTAL	$0.00			

LIST OF SOFTWARE AND TECHNICAL COMPONENTS	Use or Acquisition Costs (including costs to implement)
Application Software: core software	
(example: 3rd party software ABC)	
(example: 3rd party software XYZ)	
TOTAL for SOFTWARE AND TECHNICAL COMPONENTS	$0.00

CONSULTANT-OFFERED ENHANCEMENTS	Cost	Comments
(example: enhancement #1)		
(example: enhancement #2)		
TOTAL	$0.00	

RESOURCE RATES	Fully-Burdened	Comments
Program Manager		
Project Manager		
Architect		
Engineer / Developer		
Business Analyst		
Trainer		

Functional Requirements

								INFORMATION PROVIDED BY OCTA	
ID	System Requirement	Category	Department	Device Type	Category	Sub Category	Process	Location	OCTA's Priority
1	Vendor will test for new or replacement device connectivity.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Administration	Device Management	Functional / Stops and Zones	1 - Required
2	As a user I will have the ability to preview customer facing messages before pushing them to device(s).	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
3	As a customer I will have the ability to view near real-time messaging on device.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
5	As a customer I will have the ability to view near real-time stop specific routes on device.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
7	As a user I will have the ability to create graphical dashboard views.	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
8	As a user I will have the ability to export reports. (i.e., xls, pdf, csv)	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
9	As a user I will have the ability to monitor device information (i.e., location, Serial Number, IP).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
10	As a user I will have the ability to report on device information (i.e., location, Serial Number, IP).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
11	As a user I will have the ability to monitor eSignage device health status in near real time. (i.e. battery life, online, offline, Device IP etc.)	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
12	As a user I will have the ability to report on a devices lifecycle (installation, maintenance, replacement).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Device Management	N/A	1 - Required
13	As a user I will receive notifications/alerts via **email** for various conditions (rules defined by OCTA) -Vandalism -Connectivity problems -System failures	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
14	As a user I will receive notifications/alerts via **text messages** for various conditions (rules defined by OCTA) -Vandalism -Connectivity problems -System failures	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	2 - Preferred / Nice to Have
15	As a user, I will be able to manage the system remotely through mobile devices, including iOS, Android and Surface.	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Mobile	N/A	1 - Required
16	As a user I will have the ability to view the following up to date Device type health status (i.e. below); -Last Connection Date -Last Connection Time -Last update to Device -Device start date -Device version -Device Model -Firmware version -Activity periods of device -Data consumption -Power status -Battery Life -Device IP	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	1 - Required
17	As a user I will have the ability to create reports for up to date Device type health status (i.e. below); -Last Connection Date -Last Connection Time -Last update to Device -Device start date -Device version -Device Model -Firmware version -Activity periods of device -Data consumption -Power status -Battery Life -Device IP	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Reporting/Analytics	N/A	2 - Preferred / Nice to Have
18	As an administrator I will have the ability to push messages/notifications to a **single** device(s) in near real time.	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
19	As an administrator I will have the ability to push messages/notifications to **multiple** device(s) in near real time.	Functional	Marketing	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
20	As an administrator I will have the ability to schedule messages/notifications to a **single** device(s).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
21	As an administrator I will have the ability to schedule messages/notifications to **multiple** device(s).	Functional	Scheduling and Bus Operations	N/A	Software	Administration	Notifications/Messaging	N/A	1 - Required
22	Device must have a case that is vandal-resistant.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Durability	Security	Functional / Stops and Zones	1 - Required
24	Device must have the ability to display real-time verbiage for general communication for stop-specific routes.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
26	Device must have the ability to display real-time verbiage for general communication/messaging that does not obstruct key route information.	Functional	Marketing	eSignage	Hardware	Customer	Notifications/Messaging	Functional / Stops and Zones	1 - Required
28	Device resolution will display at no less than 1600x1200	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	1 - Required
30	Device vandal-resistant case will include OCTA branding supplied by the agency.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Durability	Security	Functional / Stops and Zones	1 - Required
32	Device will be a minimum of 13" of screen diagonally from one corner to the opposite corner.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	2 - Preferred / Nice to Have
32	Device will be a minimum of 13" of screen diagonally from one corner to the opposite corner.	Functional	Scheduling and Bus Operations	eSignage	Hardware	Customer	Specifications/ADA	Functional / Stops and Zones	2 - Preferred / Nice to Have

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
1	Vendor SLA will dispose of uninstalled replacement devices meet e-waste regulations, ensuring proper disposal	Non-functional / Technical	Hardware	1 - Required
2	Application data such as bus stops, bus routes, arrive time, graphical images, etc. must be data/table driven. Changes to the question verbiage, or dropdown list should not require a customized code change.	Non-functional / Technical	Administration Console	1 - Required
3	Ability to transmit data in realtime or via a scheduled for a future date/time electronically from the admin console to the eSignage.	Non-functional / Technical	Administration Console	1 - Required
4	Allow for Individual User Log-in.	Non-functional / Technical	Administration Console	1 - Required
5	The admin console shall be designed and optimized for the following browsers: 1.MS Edge 2.Chrome	Non-functional / Technical	Administration Console	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
6	It is required that the system is web based (SaaS).	Non-functional / Technical	Administration Console	1 - Required
7	Admin Console should function with either Microsoft Edge or Google Chrome browser.	Non-functional / Technical	Administration Console	1 - Required
8	The Admin Console must be designed to easily and seamlessly handle OS updates, and regularly update to take advantage of new OS features and ensure continuous compatibility.	Non-functional / Technical	Administration Console	1 - Required
9	The Admin Console shall be optimized for at least Windows 10 OS.	Non-functional / Technical	Administration Console	1 - Required
10	The eSignage's power must be able to be remotely managed from a desktop or mobile device via the admin console.	Non-functional / Technical	Administration Console	1 - Required
11	Admin Console should be GUI-based with shortcut keys for easy navigation and data input.	Non-functional / Technical	Administration Console	2 - Preferred / Nice to Have
12	Application must have a method for defining and managing User roles and access.	Non-functional / Technical	Application Security	1 - Required
13	Role-based security must enable segregating the view of admin console system features.	Non-functional / Technical	Application Security	2 - Preferred / Nice to Have
14	Access to the eSignage application should be restricted to authorized users via password protection.	Non-functional / Technical	Cellular Security	1 - Required
15	Software and hardware shall be commercial-off-the-shelf (COTS) product(s) for displaying real-time or scheduled next departure.	Non-functional / Technical	Core Software	1 - Required
16	Software source code shall be available to OCTA with modification rights fully granted in the event that the software owner/publisher terminates business for any reason (NOTE: Alternatives to grant such rights including the use of a software escrow account shall be considered during contract negotiation).	Non-functional / Technical	Core Software	1 - Required
17	Ability to audit data changes based on certain criteria.	Non-functional / Technical	Database	1 - Required
18	All data is property of OCTA and shall be returned to OCTA within sixty (60) calendar days of the end of the contract.	Non-functional / Technical	Database	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
19	An acceptable timeframe for the production environment to be down before activating the DR site is 12 hours. Beyond 12 hours activation of DR may be required by consultation with OCTA IT Staff.	Non-functional / Technical	Disaster Recovery	1 - Required
20	At a minimum, the Recovery Point Objective (RPO) shall be 24 hours or less	Non-functional / Technical	Disaster Recovery	1 - Required
21	At a minimum, the Recovery Time Objective (RTO) shall be 24 hours or less	Non-functional / Technical	Disaster Recovery	1 - Required
22	Both parties shall mutually agree to activate the DR site. OCTA reserves the right to request the DR to be activated sooner or later than 12 hours based on the current situation.	Non-functional / Technical	Disaster Recovery	1 - Required
23	Development and maintenance of a runbook detailing procedures and roles to initiate DR services	Non-functional / Technical	Disaster Recovery	1 - Required
24	Vendor shall provision the Data Center, hardware and software and will assist OCTA with any OCTA required hardware and software provisioning.	Non-functional / Technical	Disaster Recovery	1 - Required
25	Vendor will annually test to review their internal procedures for activating the DR site and provide OCTA a report of the outcome. The report should include, but is not limited to, actual RPO/RTO times, issues and corrective action taken.	Non-functional / Technical	Disaster Recovery	1 - Required
26	In the event of a disaster Vendor will provide access to the recovery center facility (setup within the United States) and provides cut-over services if required by OCTA Information systems operations.	Non-functional / Technical	Disaster Recovery	1 - Required
27	No fee will be imposed when a disaster is called.	Non-functional / Technical	Disaster Recovery	1 - Required
28	A monthly report will be generated by the Support/Maintenance team, including but not limited to: details of logged Help Desk calls, availability of eSignage devices, maintenance activities and tuning activities.	Non-functional / Technical	Environment	1 - Required
29	All changes to the infrastructure, hardware and software will be submitted to OCTA by a formal change request, and will be performed after OCTA provides acceptance. Vendor will work in alignment with OCTA to establish a change process.	Non-functional / Technical	Environment	1 - Required
30	All scheduled down-time will be done at the specific window(s) determined by consultation with OCTA.	Non-functional / Technical	Environment	1 - Required
31	Apply the latest upgrades, updates and patches from those providers within 30 days of release. Major operating systems and software applications must be no more the 2 releases off current version but security upgrades and patches must all be up to date within 30 days of release.	Non-functional / Technical	Environment	1 - Required
32	Assist staff with the problem diagnostic process utilizing tools provided by Vendor. This may include things like front or backend traces or other items required for troubleshooting a system issue.	Non-functional / Technical	Environment	1 - Required
33	At the software level; Administer user accounts such as creating new accounts, delete users accounts or reset user accounts upon direction of OCTA to be completed within a 24 hour period.	Non-functional / Technical	Environment	1 - Required
34	During the implementation of this project, a Development (DEV) environment must be utilized for the purposes of Vendor's configuration/customization efforts.	Non-functional / Technical	Environment	1 - Required
35	Ensure the system does not timeout due to inactivity (OCTA will manage the desktop timeout function).	Non-functional / Technical	Environment	1 - Required
36	Vendor SaaS/hosting facility will comply with applicable laws, rules and regulations regarding a safe work environment and fire protection measures and will maintain safety and security measures in accordance with level 3 or 4 data center standards.	Non-functional / Technical	Environment	1 - Required
37	If Vendor hosting facility shall operate and maintain the Environment, including the system hardware, system network and system operating software to level 3 or level 4 data center standards.	Non-functional / Technical	Environment	1 - Required
38	Vendor shall provide a dedicated Service Delivery Manager. Weekly meetings will be held between OCTA and the Service Delivery Manager to discuss results from monitoring activity, open issues and future events.	Non-functional / Technical	Environment	1 - Required
39	Vendor shall provision the necessary hardware, software and environment to allow OCTA to run the version of software initially licensed, and any future versions.	Non-functional / Technical	Environment	1 - Required
40	Vendor shall repair, upgrade or replace the environment components as necessary for the system to perform properly and be compatible with any future updates and version releases.	Non-functional / Technical	Environment	1 - Required
41	Vendor will immediately notify OCTA of a vendor or sub-contracted vendor security breach that impacts OCTA data and will provide regular status updates, at a minimum daily, until the breach is resolved.	Non-functional / Technical	Environment	1 - Required
42	Vendor will promptly notify OCTA of any compromise to the security of the hosting facility.	Non-functional / Technical	Environment	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
43	Vendor will use industry standard security measures, such as firewalls and standard encryption protocols, to protect OCTA data.	Non-functional / Technical	Environment	1 - Required
44	Flexibility to add additional instances upon request (at an additional cost).	Non-functional / Technical	Environment	1 - Required
45	For scheduled work, provide OCTA 1 week advanced notice, at a minimum.	Non-functional / Technical	Environment	1 - Required
46	Hosting shall be provided in a Tier2 (or greater) cloud environment.	Non-functional / Technical	Environment	1 - Required
47	Indicate the range of hours Vendor typically conducts Scheduled Downtime per month.	Non-functional / Technical	Environment	1 - Required
48	Maintain and support interfaces to and from other applications	Non-functional / Technical	Environment	1 - Required
49	Maintain maintenance and support agreements with necessary third party providers.	Non-functional / Technical	Environment	1 - Required
50	Migrate system's source code (patches and fixes) through an agreed upon promotion to production process	Non-functional / Technical	Environment	1 - Required
51	Monitor the operations of the application such as application performance, resource usage, failure of batch jobs, printer queues, availability of required services, etc.	Non-functional / Technical	Environment	1 - Required
52	OCTA will maintain an annual maintenance and support agreement with the vendor.	Non-functional / Technical	Environment	1 - Required
53	OCTA will only consider well-designed and previously implemented, proven software that is referenceable, has a demonstrated ease of use, asset management functionality consistent with Federal DOT guidelines for transit organizations, robust reporting capabilities, an advanced system integration architecture and superior product support.	Non-functional / Technical	Environment	1 - Required
54	Perform file restorations as required.	Non-functional / Technical	Environment	1 - Required
55	Provide a support call center to log and track problems and requests.	Non-functional / Technical	Environment	1 - Required
56	Provide regular monitoring of the infrastructure to ensure it is performing at its optimum level and report monthly of any risks, issues or opportunities. Monitoring shall include but limited to: backup processes, operating system services, disk utilization, CPU utilizations, Memory utilization, Data throughput/Bandwidth utilization, etc.	Non-functional / Technical	Environment	1 - Required
57	Repair all errors and faults which may include a reset or reboot of the server, restart of system services, installing patches by the operating system vendor.	Non-functional / Technical	Environment	1 - Required
58	The Data Center standard should be BICSI-003, tier 3 or higher.	Non-functional / Technical	Environment	1 - Required
59	The desired response time of the system must adhere to the Performance Table (see appendix).	Non-functional / Technical	Environment	1 - Required
60	The SaaS Environment will be available to OCTA 24 hours a day, seven days a week, 365 days a year (except for Scheduled Downtime events).	Non-functional / Technical	Environment	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
61	The location of the remote Data Center shall be located within the United States of America.	Non-functional / Technical	Environment	1 - Required
62	The system shall be accessible 24x7x365, with 99.9% up-time, i.e., annual down-time will not exceed 525.6 minutes per year. Penalties ramp up every 15 minutes if down-time exceeds maximum. Down-time allowance is reset annually on contract anniversary.	Non-functional / Technical	Environment	1 - Required
63	Vendor shall include in their Systems Integration narrative how their proposed SaaS-based software seamlessly integrates with OCTA's existing on-premise production systems and databases.	Non-functional / Technical	Environment	1 - Required
64	Vendor shall list all required technical components (hardware, communications, environmental, infrastructure, etc.) with specifications and costs that enable the proposed Technical Solution to meet the performance, capacity and responsiveness of the system requirements. OCTA may discuss alternatives with the proposer to ensure that any hardware meets both the requirements of the proposer and conforms to OCTA's technology infrastructure requirements and strategy.	Non-functional / Technical	Environment	1 - Required
65	While OCTA will be responsible for procuring the necessary components, Vendor shall be responsible for identifying, and overseeing the installation and configuration of the technical architecture to determine that the configured hardware meets the criteria specified in the Vendor's proposal. OCTA will review this information and must approve of any proposed hardware. Vendor shall summarize the recommended technical components in the Technical Components Summary Listing Table (see Appendix).	Non-functional / Technical	Environment	1 - Required
66	Admin console screen personalization must be a feature at a system-level, and also at the user-level. System-level personalization should provide the ability to change the look of a screen, remove items or lock them so they cannot be changed, make fields mandatory, etc. On an individual user-level, Users should be able to save specific searches, apply their own defaults, screen color/scheme, etc.	Non-functional / Technical	Environment	2 - Preferred / Nice to Have
67	3rd party hosted environments should comply with OCTA "IS Preferred Standards & Practices" section, as applicable	Non-functional / Technical	Environment Security	1 - Required
68	3rd party systems or networks are not to be joined to the OCTA network and vendor will provide reasonable precautions to prevent that from happening as defined by standard industry best practices.	Non-functional / Technical	Environment Security	1 - Required
69	All remote access shall be limited, documented, and protected to the greatest extent possible	Non-functional / Technical	Environment Security	1 - Required
70	Applications, data, and log backups will NOT be maintained on the same physical media as the originals.	Non-functional / Technical	Environment Security	1 - Required
71	At a minimum, OCTA expects a Service Organization Controls (SOC) 2 compliant environment.	Non-functional / Technical	Environment Security	1 - Required
72	Authorized Users shall access the systems using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy	Non-functional / Technical	Environment Security	1 - Required
73	If data is required from OCTA from a 3rd party network, it is preferred that the data be pushed from an OCTA system within OCTA's DMZ via VPN tunnel	Non-functional / Technical	Environment Security	1 - Required
74	OCTA "IS Preferred Standards & Practices" should be addressed for non-OCTA managed environments when applicable.	Non-functional / Technical	Environment Security	1 - Required
75	Only privileged accounts may access and use tools with administrative capabilities, to conform to the concept of least privilege.	Non-functional / Technical	Environment Security	1 - Required
76	Physical destruction or degaussing of all media storage devices that retained Agency data will be done before releasing the media outside of the control of the Vendor; recording the date, time, method, and witness with a signed certificate of compliance.	Non-functional / Technical	Environment Security	1 - Required
77	Sensitive data will be protected, both in transit and while at rest.	Non-functional / Technical	Environment Security	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
78	System Security logs will be retained, and the Vendor shall be in compliance with all PII/PCI/HIPAA logging requirements (if applicable).	Non-functional / Technical	Environment Security	1 - Required
79	The Vendor shall immediately notify the Agencies Cyber Security team in the event (potential or real) of any incident/event resulting the loss (potential or real) of revenue, data, or security breach has occurred.	Non-functional / Technical	Environment Security	1 - Required
80	The Vendor shall maintain network security and confidentiality and provide the required software and monitoring tools to ensure network remains compliant with security standards, including: a. The appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events. This should include regular security assessments; made available to OCTA as requested b. Compliance, as required, to the requirements of applicable Data Protection Laws c. Procedures for Change Management, patching, disaster recovery, and backups d. Provision of written information security policies for the Agency, as requested	Non-functional / Technical	Environment Security	1 - Required
81	The Vendor shall use physical and environmental security to protect all information systems and media,	Non-functional / Technical	Environment Security	1 - Required
82	The Vendor shall use strong encryption methods such as AES and/or RSA, or an equivalent as approved by the Agency.	Non-functional / Technical	Environment Security	1 - Required
83	The System shall have the capability to log and track all user activities.	Non-functional / Technical	Environment Security	1 - Required
84	The System shall have the capability to log and track changes to applications, databases, and operating systems.	Non-functional / Technical	Environment Security	1 - Required
85	The vendor’s technical staff will assist in evaluating OCTA’s architecture and configuration as related to security and access.	Non-functional / Technical	Environment Security	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
86	The vendor's technical staff will work with OCTA's Security and project team to review security requirements in the new environment.	Non-functional / Technical	Environment Security	1 - Required
87	Any anticipated increases to the existing annual maintenance agreement because of this project must be clearly defined and documented by the vendor.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
88	Application Updates. Vendor shall periodically update the application to ensure compatibility and functionality. These updates may also contain application updates and fixes.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
89	At the end of the Project, the use licenses will be consolidated into a single licensing agreement to facilitate annual renewals of the use licenses or subscriptions. Vendors shall specify if there is an Enterprise Licensing Option and at what point does this approach make sense over individual use licenses/ subscriptions.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
90	Software user licenses or cloud use subscriptions (whether including OCTA cloud-hosting or not) shall be available as required by the staged implementation rollout schedule; OCTA will procure use licenses as needed throughout the implementation project. Software use licenses for third party software proposed as part of the Software Vendor's Technical Solution Design will initially come through the Vendor. Subsequent license renewal agreements will most likely be directly contracted with the third party software provider.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
91	Firm shall provide all-inclusive license, hosting, maintenance, support, and other services for one (1) year, beginning with OCTA's acceptance of the project, with an option to extend to up to a maximum of four (4) years. After one year, OCTA reserves the right to terminate the contract at any time and will provide Firm a 30-day termination notice	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
92	In addition to proposing the core software and hardware product, Vendor may propose other third party software (TPS) products which are appropriate and possibly necessary to satisfy OCTA's requirements. If third party software is proposed as part of the Vendor's Solution Design for OCTA, the Requirements Listing Assessment ("Goodness-of-Fit") assessment should denote which third party software product is fulfilling the requirement by entering the TPS item Ref number/ letter from the table below (TPS cost information would be entered in the table below and need not be shown on the Goodness-of-Fit worksheet). Finally, Vendor shall provide a list of all proposed software in the Table: Complete List of Software for Proposed Solution.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
93	Install any fixes provided by Vendor according to the OCTA fix migration process.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
94	Licenses: Vendor shall provide all licenses necessary for the successful development and use of this system.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
95	Maintenance and Support payment is not included in the license fee. The Maintenance and Support initiates once the software is used as a Production system in the OCTA PROD environment.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
96	Maintenance and Support: Vendor shall respond to all maintenance requests in a prompt and timely manner suitable for the Priority level defined below and at a maximum within twenty-four (24) hours for notification and action plan. Vendor shall provide OCTA with a point of contact (both email and phone number) to report issues. The Service Level Agreements (SLAs) are defined as follows: •Priority 1: These are critical issues that impact usage of the system and for which there is no work-around. These need the fastest response and resolution. A response to OCTA shall occur within two (2) hours of the report and a plan to find and remedy the problem shall be put in place within one (1) business day. •Priority 2: These are urgent issues for which there is a temporary work-around. A response to OCTA shall occur within four (4) hours of the report and a plan to find and remedy the problem shall be put in place within four (4) business days. •Priority 3: This is the catch-all for all remaining issues or requests. A response to OCTA shall occur within twenty-four (24) hours of the report and a plan to find and remedy the problem should be put in place on an agreed-upon schedule.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
97	Product release management services will occur throughout Project implementation timeline.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
98	Software warranty and ongoing product support shall include security updates after the software is fully operational.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required

Non-Functional Requirements

INFORMATION PROVIDED BY OCTA				
ID	**System Requirement**	**Category**	**Sub-category / Process**	**OCTA's Priority**
99	Support will be available 24x7x365 with no less than a 30 Minute response time.	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
100	The Vendor shall periodically update the application to ensure compatibility and functionality with the eSignage platform. These updates may also contain application updates and fixes. The Vendor shall also provide a method for OCTA to submit comments for future application updates and changes, as a part of the post-implementation fine-tuning process	Non-functional / Technical	License, Maintenance and Support, and Hosting	1 - Required
101	The Vendor must define the cellular specifications that will support the proposed solution/s. OCTA will determine compatibility with and acceptability to OCTA standards.	Non-functional / Technical	Network	1 - Required
102	Reporting from the system databases shall complete in a time proportional to the number of records read but shall be on the order of tens of thousands of records per second.	Non-functional / Technical	Performance	1 - Required
103	System maintenance activities (Backups, batch data transfers, etc.) shall complete within one to two hours each day, and shall not interrupt normal system functioning.	Non-functional / Technical	Performance	1 - Required
104	The software should be capable of supporting a high volume of transactions, based on the expected usage by function across the locations identified in the Location Demographics table. Transactions must complete within a second and/or not more than the maximum performance metric, for the expected number of simultaneous users. The proposed software and hardware solution shall meet or exceed the performance expectations shown in Table 5 – Software Performance SLA.	Non-functional / Technical	Performance	1 - Required
105	Vendor shall include in their proposal their software SLA agreement reflecting the following performance criteria; any exceptions should be so noted and justified. See the Software Performance SLA table in the sheet of this Excel file.	Non-functional / Technical	Performance	1 - Required
106	The Vendor will perform all the efforts, actions and services as described in the Project Implementation Tasks documented within the SOW.	Non-functional / Technical	Project Implementation	1 - Required
107	The Vendor will produce all the Deliverables and documentation as described in the Project Implementation Tasks documented within the SOW.	Non-functional / Technical	Project Implementation	1 - Required
108	There shall be a minimum of three (3) environments for OCTA's ongoing use (this does not include any environments the Vendor uses for Construct and Vendor testing-purposes): Production (PROD), User-Acceptance Testing (UAT), System Testing (TST).	Non-functional / Technical	Project Implementation	1 - Required
109	Verbal and written communication shall be grammatically correct at a university- grade-level.	Non-functional / Technical	Project Implementation	1 - Required
110	Firm shall provide all phone and desktop-sharing conference calling dial-in numbers and Uniform Resource Locators (URLs).	Non-functional / Technical	Project Implementation	1 - Required
111	Firm shall provide telephonic technologies that limit the phone call latency to less than one (1) second and are at audio quality standards equivalent to typical U.S.- domestic phone call quality standards.	Non-functional / Technical	Project Implementation	1 - Required
112	All individuals participating on Firm's project team shall be fluent in English.	Non-functional / Technical	Project Implementation	1 - Required
113	All communication shall be in English, including verbal and written.	Non-functional / Technical	Project Implementation	1 - Required
114	Firm shall be available from 7:00am to 6:00pm (Pacific Time), Mondays through Fridays, and on all U.S. working days.	Non-functional / Technical	Project Implementation	1 - Required
115	Firm shall respond to voicemail, email and text messages within a reasonable amount of time, but under no circumstances shall the amount of time exceed one (1) business day.	Non-functional / Technical	Project Implementation	1 - Required
116	In the event the licensed software falls below the 99.9% availability within a given month, service Credits will be applied to hosting fees. Greater than or equal to 97.0 and less than 99.9% is 10% of monthly Hosting Fees Greater than or equal to 96.5 and less than 97.0 is 20% of monthly Hosting Fees. Greater than or equal to 96.0% and less than 96.5% is 40% of monthly Hosting Fees. Greater than or equal to 95.0% and less than 96% is 50% of the monthly Hosting fees. For each .5% degradation after 95.0% of availability a 10% credit will be applied	Non-functional / Technical	System Credits	1 - Required
117	It is understood that Vendor will continue their best good faith effort to achieve the agreed upon service levels.	Non-functional / Technical	System Credits	1 - Required
118	Note: OCTA is a 24 x 7 x 375 operation and we expect the system to be available 365 days a year, no holidays for bus operations, and should be taken into consideration when calculating up time.	Non-functional / Technical	System Credits	1 - Required

Device Location Demographics

Device Type	Device Model	Vendor	Route	Direction	Stop Sequence	Stop Number	Stop Description	City	Project 2.0 Phase 1	Project 2.0 Phase 2	Project 2.0 Phase 3	Comments
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	220	6548	6548-MCFADDEN-HARBOR	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	230	6549	6549-MCFADDEN-JACKSON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	240	6550	6550-MCFADDEN-MOHAWK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	250	6551	6551-MCFADDEN-FAIRVIEW	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	260	6552	6552-MCFADDEN-SULLIVAN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	270	6553	6553-MCFADDEN-CENTER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	280	6554	6554-MCFADDEN-RAITT	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	290	6555	6555-MCFADDEN-PACIFIC	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	300	6556	6556-MCFADDEN-BRISTOL	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	310	6558	6558-MCFADDEN-SHELTON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	320	6559	6559-MCFADDEN-FLOWER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	330	6560	6560-MCFADDEN-VAN NESS	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	340	7794	7794-MCFADDEN-BIRCH	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	350	7791	7791-MCFADDEN-MAIN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	360	7795	7795-MCFADDEN-ORANGE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	370	6562	6562-MCFADDEN-HICKORY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	380	6563	6563-MCFADDEN-STANDARD	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	390	6564	6564-MCFADDEN-HATHAWAY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	E	400	6565	6565-MCFADDEN-GRAND	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	330	6574	6574-MCFADDEN-GRAND	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	340	6575	6575-MCFADDEN-HATHAWAY	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	350	6576	6576-MCFADDEN-STANDARD	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	360	6577	6577-MCFADDEN-CEDAR	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	370	6578	6578-MCFADDEN-OAK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	380	7792	7792-MCFADDEN-ORANGE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	390	6579	6579-MCFADDEN-SYCAMORE	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	400	6580	6580-MCFADDEN-BIRCH	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	410	6581	6581-MCFADDEN-VAN NESS	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	420	6582	6582-MCFADDEN-FLOWER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	430	6583	6583-MCFADDEN-SHELTON	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	440	6585	6585-MCFADDEN-BRISTOL	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	450	6586	6586-MCFADDEN-PACIFIC	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	460	6571	6571-MCFADDEN-RAITT	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	470	6587	6587-MCFADDEN-CENTER	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	480	6588	6588-MCFADDEN-SULLIVAN	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	490	6589	6589-MCFADDEN-FAIRVIEW	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	500	6590	6590-MCFADDEN-MOHAWK	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	510	6591	6591-MCFADDEN-RIVERVIEW MARKET	Santa Ana	New	N/A	N/A	
Stop eSignage	TBD	TBD	66-Huntington Beach - Irvine	W	520	6592	6592-MCFADDEN-HARBOR	Santa Ana	New	N/A	N/A	
								Phase 1 Location/Device Count:	39			
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	30	7323	BEACH-MCFADDEN	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	40	7325	BEACH-BOLSA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	50	7329	BEACH-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	60	7331	BEACH-TRASK	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	70	7093	BEACH-GARDEN GROVE	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	80	7097	BEACH-CHAPMAN	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	90	7101	BEACH-KATELLA	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	100	7103	BEACH-CERRITOS	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	110	106	BEACH-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	120	110	BEACH-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	130	753	BEACH-ENT KNOTTS	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	140	754	BEACH-LA PALMA	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	N	150	884	ORANGETHORPE-BEACH	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	30	890	ORANGETHORPE-STANTON	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	40	783	BEACH-LA PALMA	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	50	784	BEACH-ENT KNOTTS	Buena Park	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	60	111	BEACH-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	70	116	BEACH-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	80	7106	BEACH-CERRITOS	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	90	7108	BEACH-KATELLA	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	100	7112	BEACH-CHAPMAN	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	110	2177	BEACH-GARDEN GROVE	Stanton	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	120	7332	BEACH-TRASK	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	130	7334	BEACH-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	140	7338	BEACH-BOLSA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	529-Huntington Beach-Fullerton	S	150	7340	BEACH-MCFADDEN	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	20	6404	HARBOR-MACARTHUR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	30	6408	HARBOR-WARNER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	40	2071	HARBOR-EDINGER	Fountain Valley	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	50	6410	HARBOR-MCFADDEN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	60	6412	HARBOR-1ST	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	70	6416	HARBOR-WESTMINSTER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	80	2371	HARBOR-GARDEN GROVE	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	90	212	HARBOR-CHAPMAN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	100	216	HARBOR-KATELLA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	110	218	HARBOR-EAST SHUTTLE AREA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	120	219	HARBOR-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	130	225	HARBOR-LINCOLN	Anaheim	N/A	New	N/A	

Device Location Demographics

Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	140	231	HARBOR-LA PALMA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	N	150	1805	HARBOR-ORANGETHORPE	Fullerton	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	20	1836	HARBOR-ORANGETHORPE	Fullerton	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	30	234	HARBOR-LA PALMA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	40	240	HARBOR-LINCOLN	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	50	246	HARBOR-BALL	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	60	247	HARBOR-EAST SHUTTLE AREA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	70	250	HARBOR-KATELLA	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	80	2376	HARBOR-CHAPMAN	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	90	2381	HARBOR-GARDEN GROVE	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	100	6417	HARBOR-WESTMINSTER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	110	6421	HARBOR-1ST	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	120	6423	HARBOR-MCFADDEN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	130	2075	HARBOR-EDINGER	Fountain Valley	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	140	6425	HARBOR-WARNER	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	543-Santa Ana-Fullerton	S	150	6474	MACARTHUR-HARBOR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	20	7509	WESTMINSTER-GOLDEN WEST	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	30	7514	WESTMINSTER-BEACH	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	40	7518	WESTMINSTER-MAGNOLIA	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	50	2523	WESTMINSTER-BROOKHURST	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	60	5891	WESTMINSTER-EUCLID	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	70	5895	WESTMINSTER-HARBOR	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	80	5897	WESTMINSTER-FAIRVIEW	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	90	5902	17TH-BRISTOL	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	100	5908	17TH-MAIN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	E	110	5913	17TH-GRAND	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	20	5924	17TH-GRAND	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	30	5928	17TH-MAIN	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	40	5934	17TH-BRISTOL	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	50	5939	WESTMINSTER-FAIRVIEW	Santa Ana	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	60	2535	WESTMINSTER-HARBOR	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	70	2541	WESTMINSTER-EUCLID	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	80	2546	WESTMINSTER-BROOKHURST	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	90	2551	WESTMINSTER-MAGNOLIA	Garden Grove	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	100	7523	WESTMINSTER-BEACH	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	560-Westminster-SARTC	W	110	7442	GOLDEN WEST-WESTMINSTER	Westminster	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	N	160	278	KATELLA-STATE COLLEGE	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	N	170	281	KATELLA-HASTER	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	20	268	KATELLA-HARBOR	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	30	270	KATELLA-HASTER	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	553-Disneyland-Santa Ana	S	40	273	KATELLA-STATE COLLEGE	Anaheim	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
Stop eSignage	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	N/A	New	N/A	
							Phase 2 Location/Device Count:			**99**		
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6453	MACARTHUR-BRISTOL	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6479	MAIN-MACARTHUR	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6484	MAIN-WARNER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6490	MAIN-EDINGER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6493	MAIN-MCFADDEN	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6498	MAIN-1ST	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6499	NB MAIN-4TH	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6500	MAIN-CIVIC CENTER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		6504	MAIN-17TH	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		5497	MAIN-TOWN & COUNTRY	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		5499	MAIN-LA VETA	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		5503	MAIN-CHAPMAN	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	NB		5456	KATELLA-MAIN	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		5515	MAIN-KATELLA	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		5522	MAIN-CHAPMAN	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		5526	MAIN-LA VETA	Orange	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6509	MAIN-MAIN PLACE	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6513	MAIN-17TH	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6517	MAIN-CIVIC CENTER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6519	SB MAIN-5TH	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6521	MAIN-1ST	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		7787	MAIN-MCFADDEN	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6529	MAIN-EDINGER	Santa Ana	N/A	N/A	Replacement	

Device Location Demographics

Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6534	MAIN-WARNER	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6462	MACARTHUR-MAIN	Santa Ana	N/A	N/A	Replacement	
Stop eSignage	IK09 13" E-Paper D	Paper Cast	553 Santa Ana-Anaheim	SB		6089	BRISTOL-MACARTHUR	Santa Ana	N/A	N/A	Replacement	
									Phase 3 Location/Device Count:			26
									Total Location/Device Count:			164
									Spare Devices (10%)			16
									Total Location/Device Count:			180

Users

RFP 5-4117
EXHIBIT A
ATTACHMENT A

Access	Department	Number
Administrator	Tranportation Modeling	1
Administrator	Scheduling and Bus Operations	2
Administrator	Programming	1
Administrator	Marketing	1
		5

Reports

No.	Report Name	File Type	Frequency
1	Damage Unit List	XLS	On Demand
2	Summary of service loss	XLS	On Demand
3	Battery life at specific time or daily/monthly average	XLS	On Demand

ID	Interface	Name	Interface Description	Direction	Schedule
1	GTFS	Schedule Data	Details on bus routes, trip times, and frequencies. Stop times: Information about when a bus is expected to arrive at and depart from each stop. Service days: Indicating whether a route operates on weekdays, weekends, or holidays.	inbound	Daily,every 10 minutes ,7 days Sun-Sat
2	GTFS	Geospatial Data	Routes: Geographic paths that buses follow, often represented as shapes or line segments. Stops: Locations of bus stops, including GPS coordinates, names, and identifiers. Service areas: Mapping out areas covered by the bus service.	inbound	Daily,every 10 minutes ,7 days Sun-Sat
3	GTFS	Real-Time Location	Vehicle positions: Location of buses in real time. Service alerts: Notifications about delays, detours, or disruptions. Predicted arrivals: Estimates of when buses will arrive at specific stops.	inbound	Daily,every 10 minutes ,7 days Sun-Sat

Service level requirements are provided. The descriptions of issue criticality, priority level, and resolution timing are described below.

Priority Level Descriptions

P1: Production instance totally unavailable to all users at a Site. OCTA is unable to perform a critical business function at all or any sites, and no reasonable work-around. Security breach within OCTA's environment.

SLA: For critical issues OCTA expects confirmation from the Consultant regarding the issue within two (2) hours and a solution within twenty-four (24) hours of the request.

Examples:

1. Production instance not available for use.
2. Function does not work.

P2: Production instance unavailable to single user. Critical function unavailable to all Users at a Site, and no reasonable workaround exists. Production performance significantly degraded causing disruption of the business operations of OCTA. Non-production instance totally unavailable.

SLA: OCTA expects confirmation from the Consultant regarding the issue within eight (8) business hours and a solution within three (3) business days of the request.

Examples:

1. Very slow production system performance.
2. Unable to print any reports;
3. Individual User unable to connect;
4. Creation or reset of User accounts;
5. Migrate major bug or enhancement code to Production Environment.

P3: Single function unavailable to all users at a site, but a reasonable workaround exists. Maintenance task in production environment that has minimal impact on OCTA.

SLA: OCTA expects confirmation from the Consultant regarding the issue within three (3) business days and a solution within five (5) business days of the request.

Examples:

1. Unable to print a non-critical report;
2. Configure a new printer;
3. Create developer account;
4. Migrate minor bug or enhancement code to production environment.

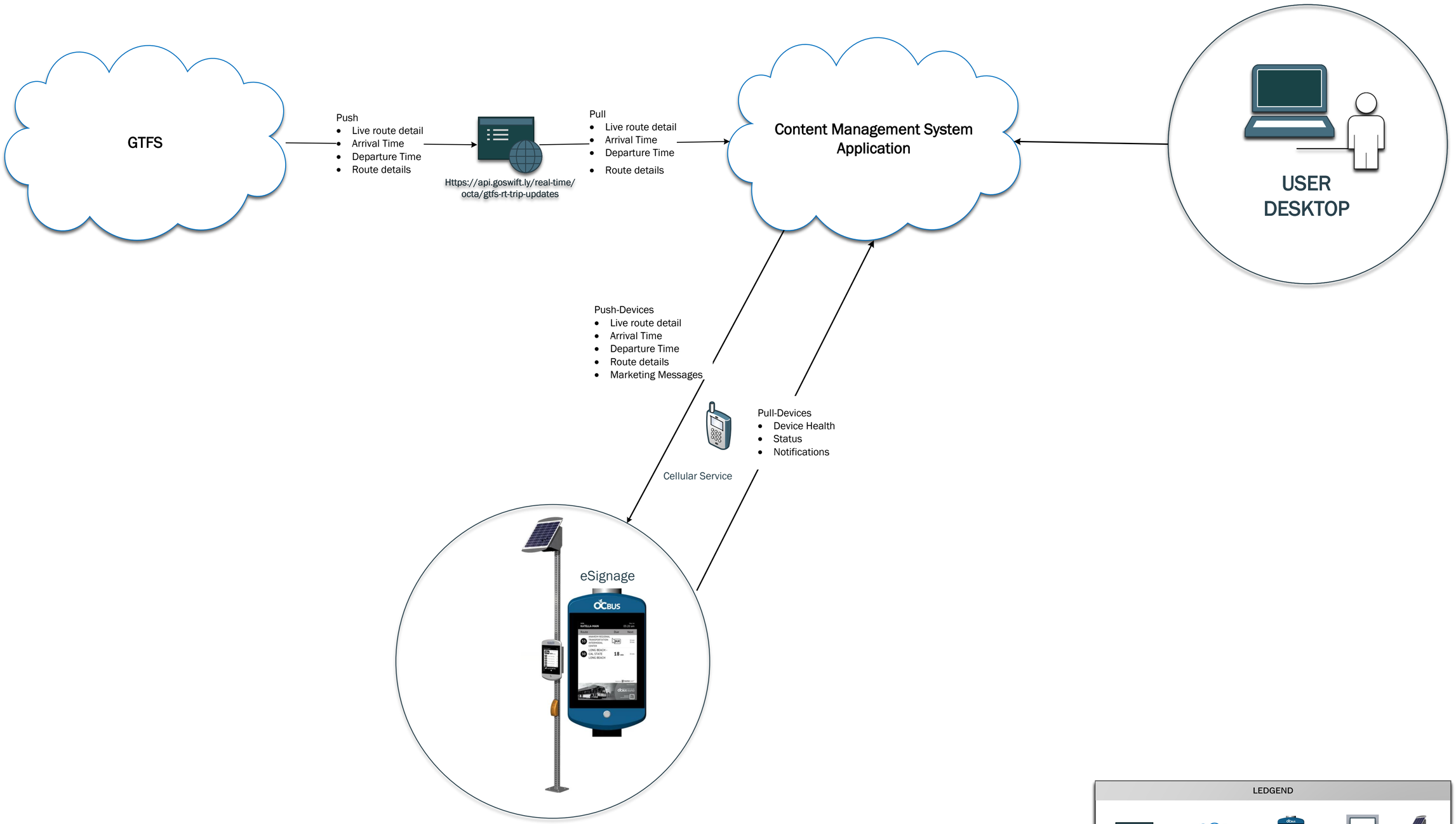
P4: Minor fault that has minimal impact on the business operations of the Customer for which an acceptable work-around exists. Maintenance task in non-production environment.

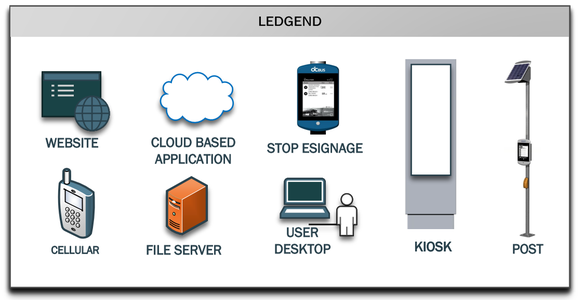
SLA: OCTA expects confirmation from the Consultant regarding the issue within five (5) business days and a solution within two (2) calendar weeks of the request.

Examples:

1. Migrate code to Non-Production Environment.
2. Refresh Non-production database.

eSignage_Kiosks Bus Stop and Transit Stations Topology





As of: 02/19/2025

EXHIBIT B: PRICE SUMMARY SHEET

PRICE SUMMARY SHEET

Enter below the proposed price for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, tax, and profits. The Authority's intention is to award a firm-fixed price contract for a five (5)-year term.

Effective through December 14, 2030

Contract Item	One-time Cost	Recurring Cost	Recurring Frequency	Comments
eSignage Hardware (Itemize the cost of the complete device hardware including: eSignage, Solar, Speakers, Installation brackets, etc.) and spares.	$_____	$_____		(This is the cost for all hardware needed to display, power, mount and be ADA-compliant for eSignage)
Application Software/Licensing	$_____	$_____		(Includes licensing cost for up to five [5] years)
Third Party Software (if applicable)*	$_____	$_____		(This includes third party software.)
Project Implementation Effort 1. Task 1 $_____ 2. Task 2 $_____ 3. Task 3 $_____ 4. Task 4 $_____ 5. Task 5 $_____ 6. Task 6 $_____ 7. Task 7 $_____ 8. Task 8 $_____	$_____	$_____		(The total cost for the project implementation effort should be the sum of the costs of all Tasks 1-8. Please see Section 9 of the Scope of Work in Exhibit A of this RFP for detailed description of Tasks 1-8.)
Support, Maintenance, Warranty	$_____	$_____		(OCTA expects this solution to be used as a production system for at least five [5] years after completion of the implementation effort.)
Environment	$_____	$_____		(Hosting Services)
eSignage Hardware Installation	$_____	$_____		(Include any hardware/mounting expenses)
Travel and Expenses	$_____	$_____		(Shall be budgeted as a firm-fixed amount based on a calculated number of trips. Provide the number of trips.)
Shipping	$_____	$_____		
Sales Tax 7.75%	$_____	$_____		
Total	$_____	$_____		**(one-time cost and recurring cost)**
*** Grand Total for Entire Solution**	$_____			**(one-time cost plus recurring cost for the grand total)**

* Grand Total for Entire Solution shall reflect the Grand Total for the implementation, plus five (5)-years as a production system, for a total of a five (5)-year term.

The undersigned, upon acceptance, agrees to provide the service in accordance with the terms, conditions, and requirements as contained in RFP 5-4117 and the supporting documents for all prices proposed.

1. I acknowledge receipt of **RFP 5-4117** and Addenda No.(s) _____.

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

COMPANY NAME _____

ADDRESS _____

_____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

_____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is effective this____ day of _____, 2025 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "Customer" or "Authority") and _____ located at _____, (hereinafter referred to as "Licensor"), each individually known as "Party" and collectively known as the "Parties."

WITNESSETH:

WHEREAS, Customer requires assistance from Licensor to provide electronic signage (eSignage) devices at Authority bus stops to provide real-time route information, additional messaging, and image services; and
WHEREAS, said work cannot be performed by the regular employees of Customer; and
WHEREAS, Licensor has represented that it has the requisite personnel, experience and software solution and is capable of licensing certain software products and performing such services; and
WHEREAS, Licensor wishes to license certain software products and perform these services;
NOW, THEREFORE, it is mutually understood and agreed by Customer and Licensor as follows:

1.0 Definitions

1.1 "Acceptance Test Procedures" means the benchmarks and other performance criteria used to measure the effectiveness of the Software and the means used to test such performance. Acceptance Test procedures shall be developed by Customer and Licensor jointly.

1.2 "Customer Data" means all information processed or stored on computers or other electronic media by Customer or on Customer's behalf, or provided to Licensor for such processing or storage, as well as any information derived from such information. Customer Data includes, without limitation: (a) information on paper or other non-electronic media provided to Licensor for computer processing or storage, or information formerly on electronic media; (b) information provided to Licensor by customer's customers or other users or by other third parties; and (c) personally identifiable information from such customers, users, or other third parties.

1.3 "Data Breach" means (1) the failure by Licensor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by Licensor of: (a) Customer Data or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of Licensor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Licensor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data.

1.4 "Documentation" means the user manuals and any other materials in any form or medium customarily provided by Licensor to the users of the Software which will provide to Customer sufficient information to operate, diagnose, and maintain the Software properly, safely and efficiently.

1.5 "Final Acceptance" means successful completion of Phase Three described in the Acceptance Testing Article.

1.6 "Installation Date" means the date upon which the procedures described in Deliver and Installation Article are completed.

1.7 "Maintenance" means (i) the provision of all generally available improvements, new functions and additions to the functionality of the Software, (ii) maintenance of the Software so that it operates in conformance with all Specifications, (iii) detection and correction of any software errors discovered by Customer or otherwise made known to Licensor, (iv) the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this Agreement, and (v) prompt response to Customer inquiries regarding the use and functionality of the Software.

1.8 “Personal Data” means any information that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history.

1.9 "Preliminary Acceptance" means successful completion of Phase Two described in the Acceptance Testing Article.

1.10 "Product" means any deliverable including, but not limited to, all Software and Software-related items provided by Licensor to Customer.

1.11 "Customer Information" means all of Customer's plans, processes, products, business information, proprietary information, data, technology, computer programs and documentation and the like.

1.12 "Recommended Hardware Configuration" means the data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by Customer as recommended by Licensor.

1.13 "Services" means the services described in Exhibit A.

1.14 "Specifications" means the Software operating parameters and performance capabilities as represented to Customer by Licensor in the Documentation, sales proposals or otherwise.

1.15 "Software" includes any and all Software and Documentation to which Customer obtains or is granted any rights under this Agreement.

1.16 "Warranty Period" means period of 12 months from Final Acceptance.

2.0 License

2.1 Grant of License

On the terms and conditions set forth herein, Licensor hereby grants to Customer a fully paid-up, irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use the Software and Documentation, on an enterprise-wide basis, including all modifications and enhancements thereto, plus any Software which shall be added during the term of this Agreement, on or in connection with any Central Processing Unit (CPU) utilized by Customer. The license granted also includes (i) the right to permit third parties to use the Software and Documentation for Customer's operations so long as the use is in accordance with the terms of this Agreement, and (ii) the right to use the Software in connection with the offering of services to third parties, specifically bundled applications hosting, management and/or monitoring.

Except as permitted in this Agreement, Customer shall not: (a) modify, create derivative works from, or sub-license the software; or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software’s source code.

2.2 Copies

Customer is permitted to make a reasonable number of copies of the Documentation and written materials for distribution to employees using the Software, and to make and retain a copy of the Software for disaster recovery, backup and archival purposes.

3.0 Services

3.1 Licensor agrees to provide the Services described in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement.

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

Names	Functions

4.0 Maintenance

4.1 Maintenance Duration

Maintenance shall commence upon expiration of the Warranty Period under the Warranties Article and shall be renewable by Customer on an annual basis. Licensor shall invoice Customer for Maintenance no later than sixty (60) days prior to the expiration of the warranty and each subsequent Maintenance period on an annual basis.

4.2 Maintenance Response Times

Licensor shall provide Maintenance on-call 24 hours a day, seven days per week. Qualified support personnel shall provide maintenance with expertise in software. Unless Maintenance response times are already addressed in the Scope of Work under Exhibit A, the first response to a malfunction shall be within two (2) hours of notification by telephone or other means that shall be mutually agreed upon. A temporary program fix or work around shall be provided within twenty-four (24) hours of such notification. A permanent fix or work around shall be provided within three (3) days of such notification. Customer shall furnish reasonable assistance in completing any of the above described fixes or work arounds.

4.3 Maintenance Fees/Cap

The cost for each renewal term Licensor agrees that rate increases in subsequent terms will not exceed three percent (3%) of the then current year rate or the Consumer Price Index for all Urban Consumers ("CPI-U") using the rate for all items as reported by the U.S. Department of Labor on their web site at www.bls.gov/cpi, whichever is less. Any such price increase shall occur at a maximum of once per calendar year and a minimum of twelve (12) months since the last increase and shall in no event be more than Licensor's published price.

4.4 Revision Levels

Customer is not obligated to implement updates, changes, modifications, or enhancements if said revisions interfere with Customer's level of intended usage or operating system environment. However, Licensor and Customer shall work together with mutual best efforts in order to implement and install all revisions so that they function properly at the level of Customer's intended usage and within Customer's operating system environment.

4.5 Periods of Inoperability

In the event that the Software, or a material function of the Software, becomes inoperable for a period of up to five (5) days, the Maintenance period may, at Customer's option, be suspended for the period of the inoperability, and the amount of time that such period is suspended shall be added to the end of the then-current Maintenance period. Such temporary suspension shall not relieve Licensor of any obligations of this Agreement.

4.6 Reinstatement

If Customer elects to discontinue Maintenance at any time, and subsequently elects to reinstate Maintenance, the Maintenance Renewal Fee shall not exceed ten percent (10%) of the then-current License Fee, with no additional cost or penalty, except to reimburse Licensor for its direct distribution costs necessary to supply Customer with one copy of the current version of all Software, plus any intermediate versions required by virtue of Licensor's maintenance strategy that may be required to migrate Customer's programs and data from the versions under which Customer is running to the then current versions.

4.7 Liquidated Damages

Licensor and Customer agree that the impact of non-availability of the Software is impossible to determine in exact dollar amounts for each occurrence, but recognize that Customer will suffer significant damages through lost productivity plus other costs necessary to ensure continued Customer service for each unscheduled period of non-availability. Therefore, Licensor and Customer

agree that during the term of this Agreement and any period that Licensor is providing Maintenance Services, if the Software fails for any reason due to a failure of any item provided by Licensor under this Agreement and is unavailable for more than thirty (30) minutes in a twenty-four (24) hour period, Licensor will pay, as liquidated damages and not a penalty, the amount of _____ per hour for each hour of unscheduled non-availability. This remedy of liquidated damages is in addition to any remedy to which Customer is entitled for any other breach of this Agreement.

5.0 Compensation

5.1 License Fee

In consideration of the license granted to Customer hereunder and the performance of the Services, Customer shall pay to Licensor for each purchase made under this Agreement which will be invoiced as specified below.

eSignage Hardware	**$**_____
Application Software/Licensing	**$**_____
Third Party Software	**$**_____
Project Implementation Effort:	
Task 1 – Project Planning and Management	**$**_____
Task 2 – Requirements Gathering	**$**_____
Task 3 – Design	**$**_____
Task 4 – Construct/Build	**$**_____
Task 5 – Test	**$**_____
Task 6 – Train	**$**_____
Task 7 – Deploy	**$**_____
Task 8 – Post-Deployment Support/Warranty	**$**_____
Support, Maintenance, Warranty	**$**_____
Environment	**$**_____
Travel and Expenses	**$**_____
Shipping	**$**_____
Sales Tax 7.75%	**$**_____
GRAND TOTAL	**$**_____

The schedule shall not include any Licensor expenses not approved by Customer, including, but not limited to reimbursement for local meals.

5.2 Invoice and Payment

At the conclusion of each Payment Event indicated above, Licensor will invoice Customer for the appropriate amount, and Customer shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Licensor shall also furnish such other information as may be requested by Customer to substantiate the validity of an invoice. At its sole discretion, Customer may decline to make full payment for any services until such time as Licensor has documented to Customer's satisfaction that Licensor has fully completed all work required. Each invoice shall include the following information:

a. Agreement No. C-5-4117;
b. Specify the task for which payment is being requested;
c. The time period covered by the invoice;
d. Total monthly invoice (including project-to-date cumulative invoice amount); and 10% retention;
e. Certification signed by the Licensor or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c)

All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which Licensor intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.

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

5.3 Any costs for which Licensor receives reimbursement or credit that is determined by a subsequent audit or other review by either AUTHORITY, the Southern California Association of Governments, the California Department of Housing and Community Development, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Licensor within thirty (30) calendar days of Licensor receiving notice or a written demand for reimbursement from AUTHORITY. Such repayment may include interest, penalties, or related fees, as determined by the California Department of Housing and Community Development or other State authorities. Should Licensor fail to reimburse unallowable costs due to AUTHORITY within fifteen (15) calendar days of demand, or within such other period as may be agreed between both parties hereto, AUTHORITY is authorized to withhold and/or off-set future payments to Licensor. Licensor agrees to include these requirements in all of its subcontracts.

5.4 Any travel expenses and per diem rates are not to exceed the rates specified by the State of California Department of Human Resources for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Licensor at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules. Licensor agrees to include these requirements in all of its subcontracts.

5.5 Licensor agrees to submit all invoices to AUTHORITY for services rendered through June 30th no later than _____ during the term of this Agreement. AUTHORITY shall not be obligated to pay Licensor for any invoice received after such date.

6.0 Proprietary Information

6.1 Licensor shall:

a. Not use or disclose Customer Information to any third party except as is clearly necessary to provide the Services with prior written approval from Customer.

b. Not attempt to access any portion of Customer Information, without authorization of Customer. If unauthorized access is nevertheless obtained, whether inadvertently or otherwise, Licensor shall have a duty to promptly report to Customer, in writing, each instance thereof, setting out the extent and circumstances of such access.

c. Not attempt to defeat any security provisions maintained by Customer for the protection of Information Resources or information contained therein.

d. Not remove, copy, alter, or install any software or information or data on any Customer computer unless specifically authorized by Customer in connection with the Services or make any attempt to learn or document passwords or other information, which could facilitate unauthorized access to Customer Information.

e. Require each of its employees, contractors and agents needing access to Customer Information to obtain passwords from Customer's authority responsible for the security of Customer Information, to use and protect passwords as required by Customer, and to follow such protocols governing access as may be set out by Customer.

6.2 Customer agrees it shall not, during the term of this Agreement or thereafter, disclose, make commercial or other use of, give or sell to any person, firm, or corporation, any information of Licensor that is treated and identified in writing to Customer by Licensor as confidential, except Customer can disclose such information if (i) required to do so pursuant to applicable law; (ii) it was rightfully in the possession of Customer from a source other than Licensor prior to the time of disclosure of said information to Customer hereunder; (iii) it was in the public domain prior to the time of receipt; (iv) it became part of the public domain after the time of receipt by any means other than an unauthorized

act or omission on the part of Customer; (v) it is supplied to Customer after the time of receipt without restriction by a third party who is under no obligation to Licensor to maintain such information in confidence; (vi) it was independently developed by Customer prior to the time of receipt; or (vii) it was developed by Licensor at Customer's expense.

6.3 Licensor hereby acknowledges and agrees that Customer's remedies at law for a breach by Licensor of its obligations under this Article may be inadequate and Customer shall, in the event of any such breach, be entitled to equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

6.4 Licensor Modifications

Error corrections and/or modifications to the Software by Licensor may result in the creation of a new version(s) of the Software, under the same or one or more different names (collectively, "Licensor Modifications"). Licensor Modifications shall in all cases be new versions of existing Products, and not new Products.

In the event that Licensor deletes functions from the Software and offers those functions in other or new Products, the portion of those other or new Products which contain the functions in question, or the entire Product, if the functions cannot be separated out, shall be provided to Customer under the terms of this Agreement, at no cost to Customer and shall be covered under Maintenance at no cost to Customer.

As long as the Software is under Maintenance provided by Licensor, Licensor shall make available to Customer, at no extra charge, a copy of the modified object code for any Licensor Modifications not later than thirty (30) days following general availability of such Licensor Modifications. Customer shall not be obligated to use any Licensor Modifications. In the event that Customer determines to use any Licensor Modifications, it shall be deemed Software for purposes of this Agreement. Licensor shall promptly amend the Specifications to reflect any Licensor Modifications, and promptly deliver to Customer all related revisions to the Documentation.

Licensor warrants that the Software as modified by a Licensor Modification shall operate free from defect in the manner described in the Documentation for the greater of ninety (90) days from the date of installation of such modification or the Warranty Period. Warranted defects in such modifications will be corrected promptly by Licensor without charge, but not later than five (5) business days from notice from Customer.

7.0 <u>Data Security</u>

7.1 Licensor shall exercise commercially reasonably efforts to prevent unauthorized exposure or disclosure of Customer Data. In addition, and without limiting the generality of the preceding sentence, Licensor shall:

a. Maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 7.0 (Data Security). The DataSec Program's policies and procedures shall contain administrative, technical, and physical safeguards, including without limitation: (a) guidelines on the proper disposal of Customer Data after it is no longer needed to carry out the purposes of the Agreement; (b) access controls on electronic systems used to maintain, access, or transmit Customer Data; (c) access restrictions at physical locations containing Customer Data; (d) encryption of electronic Customer Data; (e) dual control procedures; (f) testing and monitoring of electronic systems; and (g) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Customer Data. Licensor shall review the DataSec Program and all other Customer Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable California and Federal laws, regulations, technology changes, and best practices.

b. Implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the Software ("Data Breaches"). In the event of a Data Breach, or in the event that Licensor suspects a Data Breach, Licensor shall (a) promptly notify Customer by telephone and (b) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to Customer in notifying injured third parties. In addition, Licensor shall provide one (1) year of credit monitoring service to any affected individual, unless the Data Breach resulted from Customer's act or omission. Licensor shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be Licensor's proprietary information, and Licensor shall not be required to provide Customer with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection (d) do not limit Customer's other rights or remedies, if any, resulting from a Data Breach.

7.2 To the extent a Data Breach is caused by the fault of Licensor, the limits set forth in Section 10 ("Limitation of Liability") shall not apply to amounts incurred by Licensor resulting from its compliance with Section 8.1 above regarding data protection and responding to, and remediating a Data Breach, where Licensor shall be liable up to the scope of the coverage amount of its cyber security liability policy.

7.3 For purchased customized applications, (1) outsourced software development shall be supervised and monitored for security policy compliance, (2) purchased software applications shall possess the capability to validate the system input for acceptable values, (3) Information Systems Operations shall require that validation checks are incorporated into custom applications that can detect information corruption due to processing errors or deliberate acts, and (4) software application shall require the ability to guarantee message authenticity and integrity.

8.0 Indemnification

8.1 General

Licensor agrees to indemnify, hold harmless and defend Customer and its employees, directors, agents, successors, and assigns ("Indemnified Parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature; including investigation costs and expenses, settlement costs, and attorney fees and expenses ("Claims"), sustained by or asserted against Indemnified Party arising out of, resulting from, or attributable to the willful misconduct, negligence, errors, or omissions of Licensor, its employees, subcontractors, Licensors, representatives, and agents; provided, however, such indemnification shall not apply to the extent that such Claim results from the sole negligence or willful misconduct of an Indemnified Party.

8.2 Intellectual Property

Licensor will defend, indemnify and hold Indemnified Parties harmless from and against any Claims arising out of or in connection with any claim that the Software infringes or violates any intellectual property right of any third party. Customer agrees to promptly notify Licensor of the Claim and give Licensor control of the defense of the Claim and negotiations for its settlement or compromise. If a final judgment prohibits Customer from continued use of any Software, or if at any time Licensor is of the opinion that any Software is likely to become the subject of a claim, Licensor shall: (a) obtain for Customer the right to use the Software; (b) replace or modify such Software so that it is no longer subject to the Claim but performs the same functions in an equivalent manner as determined by Customer; or (c) in the event that Licensor is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Licensor shall recover such Software from Customer, in which event in addition to the foregoing indemnification: (i) the license of such Software shall be void as between Licensor and Customer as of the date Licensor retakes possession; and, (ii) Licensor shall reimburse to Customer the full cost for such Software and shall, if applicable, cancel Customer's then current Maintenance service, if any, for such Software so

returned and issue to Customer a prorated refund of any Maintenance fees paid, if any, to Licensor with respect to such Software.

8.3 Exclusion from Intellectual Property Indemnification

Licensor's obligations set forth in Section 9.2 (Intellectual Property Indemnification) do not apply to the extent that an Indemnified Claim regarding intellectual property infringement arises out of:

a. Customer's breach of this Agreement.
b. Use of the Software in combination with hardware or software not provided by Licensor, unless the Specifications refers to a combination with such hardware or software (without directing the user not to perform such combination) or such combination achieves functionality described in the Specifications.

9.0 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING, OR CUSTOMER'S USE OF THE SOFTWARE, DOCUMENTATION, OR TOOLS PROVIDED BY LICENSOR. A PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED $_____, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR WRONGFUL DEATH; (II) CLAIMS FOR DAMAGES FOR WHICH LICENSOR HAS INDEMNIFIED CUSTOMER; (III) CLAIMS FOR DATA BREACH CAUSED BY THE FAULT OF LICENSOR; (IV) CLAIMS AGAINST LICENSOR FOR THE PRESENCE OF ILLICIT CODE; AND (V) CLAIMS BY CUSTOMER PURSUANT TO THE FOLLOWING ARTICLES: MAINTENANCE AND PROPRIETARY INFORMATION.

10.0 Warranties

Licensor warrants the following:

10.1 Media Defects

The media on which the Software is provided shall be free of defects in material and workmanship.

10.2 Function and Features

The Software shall possess all material functions and features as described in the Specifications.

10.3 Performance

The Software shall operate in conformance with the Specifications for the Warranty Period. If Customer shall give Licensor oral or written notice or nonconformance during the Warranty Period, Licensor shall investigate such nonconformance as soon as possible but not later than two (2) hours after receipt of such notice and will classify the problem with concurrence by Customer as either a problem preventing normal operations (Category A), or other problem (Category B). Licensor will provide a temporary fix or work around for all Category A problems within four (4) hours of receipt of such notice and provide a permanent fix or work around within twenty-four (24) hours unless Customer agrees in writing to a longer time. Category B problems will be corrected within five (5) days. At any time during the first one hundred eighty (180) days of the Warranty Period, if Licensor has failed to correct any nonconformance within thirty (30) days of notification thereof, Customer may elect to terminate the Agreement and request a refund of all fees paid to Licensor pursuant to this Agreement, provided Customer returns to Licensor all software licensed hereunder after Customer has had a reasonable time to procure substituted software from a third party. The provisions of Response Times, Service Tracking and Reporting, Revision Levels, and Periods of Inoperability as described in the Maintenance Article shall also apply to the warranty services provided by Licensor during the Warranty Period.

10.4 Compatibility
The Software shall be compatible with Customer's Operating System, application programs, CPUs, and networks specified in the Documentation.

10.5 Ninety-Day Return
Customer shall have the right for ninety (90) days after execution of this Agreement to return the Software and receive a refund of all license and maintenance fees paid to Licensor pursuant to this Agreement in the event the Products do not meet the programming requirements of Customer in its sole discretion.

10.6 Hardware Configuration
The Recommended Hardware Configuration shall be adequate in all aspects for the Software to function in accordance with the Specifications and to fulfill the current and reasonably anticipated future information processing needs of the Software.

10.7 Free and Clear Title
Licensor has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to Customer and the right to license, transfer, or assign any and all Software.

10.8 No Infringement
Licensor represents and warrants that it is not aware of any copyright, patent or other intellectual property right infringed by the Software, and that it is not aware of any claim of intellectual property infringement related to the Software.

10.9 Good and Workmanlike Manner
All services performed under this Agreement will be performed in a good and workmanlike manner.

10.10 Illicit Code
Licensor warrants that (a) unless authorized in writing by Customer, or (b) necessary to perform valid duties under this Agreement, all Software shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (iv) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which restricts or may restrict use or access to any programs or data developed under this Agreement, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria; (v) contain no virus malware, or similar items, whether known or unknown to Licensor. At the request of Customer, Licensor must remove any Illicit Code from the Software at Licensor's expense.

10.11 Disclaimer of Warranties
EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.0 <u>Terms and Termination</u>

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

11.2 Termination for Cause
Either Party may terminate this Agreement if the other Party breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after notice of the breach from the non-breaching Party.

11.3 Termination for Convenience

Customer may terminate this Agreement for any reason at any time with thirty (30) days written notice. Upon such termination, Customer shall have no claim for return of any license fees paid to Licensor.

12.0 Survival Upon Termination

The terms, provisions, representations, and warranties contained in this Agreement including but not limited to the following Articles, License, Advertising and Publicity, Warranties, Proprietary Information, Equitable Relief and Survival of Restrictions and Obligations, Indemnification, Illicit Code, Assignment, Taxes, and Miscellaneous, shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments due hereunder, the Secrecy and Nondisclosure agreements, insurance, any rights and obligations conveyed by Licensor, and any cause of action that accrued prior to termination.

13.0 Dispute Resolution

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

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

If AUTHORITY is required to arbitrate a dispute with the Southern California Association of Governments related to this Agreement in any way, Licensor may be subject to and shall participate in said arbitration as directed by AUTHORITY. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by the parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the parties. Either party may bring an action in court to enforce an arbitration award. Licensor agrees to include this provision in all of its subcontracts.

This Article shall survive termination or expiration of the Agreement.

14.0 Notice

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:

Customer:	Licensor:
Orange County Transportation Authority 550 South Main Street P.O. Box 14184 Orange, CA 92863-1584	,
ATTENTION: Gina Torres	ATTENTION:
Title: Senior Contract Administrator	Title:
Phone: (714) 560 - 5566	Phone:
Email: gtorres@octa.net	Email:

15.0 Order of Precedence

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-4117; (3) Licensor's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

16.0 Audit and Inspection of Records

Licensor shall provide AUTHORITY, the Southern California Association of Governments, the California Department of Housing and Community Development, the California Department of General Services, the California Bureau of State Audits, or their designated representatives, such access to Licensor 's accounting books, records, payroll documents and facilities, as AUTHORITY deems necessary. Licensor 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 Licensor 's performance hereunder and for a period of five (5) years after November 14, 2030. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Licensor and any subcontractors for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual Southern California Association of Governments Overall Work Plan; or (c) November 14, 2030, whichever is later. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. Licensor shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. This Article shall survive termination or expiration of the Agreement. Licensor agrees to include these requirements in all of its subcontracts.

17.0 Prohibited Interest

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

18.0 Users

There shall be no limit on the number of machines, number of users, number of locations or size of CPU on which Customer can operate the Software. Customer shall have the right to receive free of charge additional copies of the Software as required by Customer for use on additional or alternate computers for Customer's business operations.

19.0 Platform Specifications

Customer shall have the right, at no additional cost, to operate simultaneously on, move, or upgrade the Software to other hardware or software platforms on which the software may operate.

20.0 Delivery and Installation (if applicable)

20.1 Delivery and Risk of Loss

All deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all Software and media on which said Software is delivered shall remain with Licensor at all times until Final Acceptance with Licensor.

20.2 Installation by Licensor

If Customer has agreed in writing for installation by Licensor, then

a. Installation shall occur not more than ten (10) days after delivery of the Software to Customer, unless otherwise specified and agreed to by both Parties.

b. Licensor shall conduct its standard diagnostic evaluation at Customer's site to determine that the Software is properly installed and fully ready for productive use subject to testing as provided in Acceptance Testing Article and shall supply Customer with a copy of the results of the diagnostic evaluation promptly after completion thereof.

c. The Software shall be deemed to be installed upon successful completion of the diagnostic test and Customer's approval of the results thereof. The installation procedures of this Article are in addition to all procedures required under Acceptance Testing Article hereof.

20.3 Installation by Customer

If installation is to be performed by Customer, the Software shall be deemed to be installed when all programs, program libraries, and user interfaces are copied to and initialized on the appropriate CUP(s) and when Customer demonstrates that Software is executable by invoking the primary function of each major component on the platform. The installation procedures of this Article are in addition to all Acceptance Test Procedures required under Acceptance Testing Article hereof.

21.0 Insurance

21.1 Licensor 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. Licensor shall provide the following insurance coverage:

a. 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;
b. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of $1,000,000 each accident;
c. 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;
d. Employers' Liability with minimum limits of $1,000,000;
e. Professional Liability with minimum limits of $1,000,000 per claim; and
f. Cyber Liability with minimum limits of $2,000,000 per claim. Coverage by this insurance this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Data Breach or loss of Personal Data, including litigation costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs.
    a. Such insurance must address all of the foregoing without limitation if caused by an employee of Licensor or an independent contractor working on behalf of Licensor in performing services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Insurer must have a A.M. Best rating of "A- VII" or better. Any material change in the policy or cancellation must be reported to the Client with not less than thirty (30) days prior written notice with ten (10) days notice for non-payment. The policy must be kept in force during the life of the contract and for five (5) years (either as a policy in force or extended reporting period) after contract termination.

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

21.3 Licensor shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from Licensor as provided in this Agreement.

21.4 Licensor shall be required to immediately notify Customer of any modifications or cancellation of any required insurance policies.

21.5 Licensor shall submit required insurance certificates to Authority's insurance tracking contractor, InsureTrack. Licensor shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

21.6 Licensor shall include on the face of the certificate of insurance, the following information:

a. The Agreement Number C-5-4117 and, the Senior Contract Administrator's Name, Gina Torres
b. For Certificate Holder: The Orange County Transportation Authority, its officers, directors, employers and agents, c/o InsureTrack, P.O. Box 60840 Las Vegas, NV 89160.

22.0 Acceptance Testing

22.1 Live Environment Testing

As soon as practical after installation, Customer may in its discretion begin utilizing the Software in a live environment and has thirty (30) days to accept the Software in writing to Licensor. Nothing contained in this Article or any other provision of this Agreement shall be deemed to prevent Customer from using any portion of the Software in a live environment for productive processing prior to Final Acceptance of the Software and any such use shall not alter, amend, or modify any of Licensor's obligations pursuant to this Agreement.

22.2 Correction of Specification Nonconformities

Licensor shall promptly correct any nonconformance with the Specifications revealed during any phase of acceptance testing, and appropriate Documentation for such correction shall be produced and delivered to Customer within thirty (30) days of such correction.

22.3 Acceptance Testing

Upon completion of installation, Licensor and Customer shall perform acceptance testing of all Software in the following three (3) phases. The acceptance testing requirements of this Article also apply to substitute, replacement, and conversion Products that are acquired by Customer after the Software has passed earlier acceptance testing.

Phase One

Licensor shall initially perform its standard test procedures for Customer's personnel and shall certify to Customer in writing that all components and each applicable module are operating in accordance with Specifications. In the event Licensor is unable to, or does not, so certify to Customer within thirty (30) calendar days from the Installation Date, the Software will be deemed not to have completed Phase One.

Phase Two

With the advice and assistance of Licensor's representatives, Customer will operate the Software for five (5) business days, using all portions of the Software necessary for the Software to function as specified in this Agreement, to perform: (i) the Software routine business transactions; (ii) transactions performed during pre-acceptance testing benchmark or other demonstration included, referenced, or incorporated into the Acceptance Test Procedures; and (iii) such other transactions as may be specified in the Acceptance Test Procedures. In the event the Software fails to perform in accordance with the Specifications and within two percent (2%) of applicable benchmark or other demonstration results stated in the Acceptance Test Procedures for a period of five (5) consecutive business days, Customer shall operate the Software for additional consecutive business days until the Software so performs for a period of five (5) consecutive business days. In the event such failure continues in whole or in part for a period of more than thirty (30) calendar days from the Installation Date, the Software will be deemed not to have completed Phase Two.

Phase Three

With the advice and assistance of Licensor's representatives, Customer will continue to operate the Software for an additional period commencing on the date the System successfully completes Phase Two and shall end when the Software has performed in accordance with the Specifications for a period of sixty-two (62) consecutive days at an effectiveness level of ninety-nine percent (99%) or better. In the event the System or any module thereof fails to so perform within ninety (90) days of the Installation Date the Software will be deemed not to have completed Phase Three.

22.4 Failure to Complete Acceptance Testing Successfully

In the event the Software is deemed not to have successfully completed any phase of the acceptance testing, then Customer may, in its sole discretion, elect one (1) of the following options, which election shall be effective upon written notification to Licensor by Customer.

a. Customer may terminate this Agreement and request the removal of the Software failing to meet the applicable phase of acceptance testing, in which event Customer may pursue any remedy hereunder or available at law or in equity, or seek to enforce any damages, including any liquidated damages that may be specifically set forth in this Agreement.

b. Licensor shall install at Licensor's sole expense, within such time period as may be mutually agreed in writing by Customer and Licensor, a direct replacement of the Software failing to meet the applicable phase of the acceptance testing. Such replacements shall be subject to acceptance testing as provided in this Article. Licensor shall use due care in the removal and replacement of Software.

23.0 Documentation and Training

23.1 Documentation

Licensor shall provide to Customer user manuals and related materials sufficient to allow Customer to utilize fully the Software in accordance with the Specifications. Documentation will include (but is not limited to) overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity. The Documentation to be provided by Licensor is in addition to any on-line help which is part of the Software user interface. Licensor shall deliver to Customer upon execution of this Agreement copies of the Documentation as well as a copy of the Documentation in CD-ROM or other media format as requested by Customer. Licensor shall revise such Documentation as necessary to reflect any modifications made by Licensor to the Software. Licensor warrants and represents that the Documentation and all modifications or amendments thereto and any other Documentation that Licensor is required to provide pursuant to this Agreement shall (i) be sufficient in detail and content to allow an appropriately skilled programmer to understand fully, modify, enhance, and correct errors in the Software without reference to any other materials or information. If any user manual or portion thereof is the proprietary materials or intellectual property of a third party, Licensor shall convey to Customer the right (to the extent possible under law) to make copies and to use the material, as Customer deems necessary.

23.2 Training

Licensor shall be responsible for providing Customer and its employees with such training in the operation and maintenance of the Software as Customer may reasonably request from time to time during the term of the Agreement. Such training shall be provided at Customer's principal place of business or other site selected by Customer, through instructors satisfactory to Customer in the reasonable exercise of its discretion. Training will be performed "hands-on" using the actual system and the user manual. The courses will train Customer-designated employees or agents, who can then train the Software operators, such that Customer will have an ongoing in-house Software training capability. Without limitation of the foregoing right, Licensor and Customer shall prepare and agree upon a proposed training schedule for submissions to Customer not later than the date specified in the Scope of Work. Customer shall be entitled to have any number of its employees attend any training session held pursuant to this Article. All training shall be conducted at Licensor's sole expense including, but not limited to, training materials, travel, meals and lodging for instructors. Licensor's employees shall follow all of Customer's work rules, confidentiality rules, and drug policies, including the nondisclosure obligations of the Proprietary Information Article hereof.

24.0 Escrow Agreement

Licensor agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable Software, including all updates, improvements, and enhancements thereof from time to time developed by Licensor necessary to internally support (i.e. maintain and / or repair) the Software for the benefit of Customer. Licensor agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Licensor to fulfill its obligations to Customer under this Agreement, Customer shall be able to obtain the source code of the then-current Software from the escrow agent. The provisions of this Section shall survive the termination of this Agreement.

25.0 Assignments and Subcontracts

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

25.2 Customer hereby consents to Licensor's subcontracting portions of the Scope of Work to the parties identified below for the functions described in Licensor's proposal. Licensor shall include in the subcontract agreement the stipulation that Licensor, not Customer, 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 Customer, its officers, directors, employees or sureties for nonpayment by Licensor.

Subcontractor Name/Addresses	Subcontractor Amounts
	$0.00

26.0 Time is of the Essence

Time is of the essence with regard to Licensor's deadline for delivering the Software. Any failure of Licensor to deliver the Software by the due date constitutes a material breach of this Agreement.

27.0 Miscellaneous

27.1 Amendment

This Agreement shall not be amended except by an instrument in writing signed by both Parties.

27.2 Governing Law; Choice of Forum and Attorney's Fees

Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of California without regard to or application of choice of law rules or principles. Both Parties hereby consent to the exclusive jurisdiction of the Orange County Superior Court and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing Party shall be entitled to recover its reasonable attorney's fees incurred in connection with any action or proceeding arising out of this Agreement.

27.3 Independent Contractor

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

b. Should Licensor's personnel or a state or federal agency allege claims against Customer involving the status of Customer as employer, joint or otherwise, of said personnel, or

allegations involving any other independent contractor misclassification issues, Licensor shall defend and indemnify Customer in relation to any allegations made.

27.4 Cumulative Remedies

Except as specifically provided, no remedy made available to Customer hereunder is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or available at law or in equity.

27.5 Waiver

Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. Failure by either Party to insist in any one or more instances upon the performance of any terms of conditions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to such performance or future performance of such terms or conditions.

27.6 Entire Agreement

This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

27.7 Severability of Provisions

In the event any provision hereof is found invalid or unenforceable pursuant to a final judgment or judicial decree of a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable according to its terms.

27.8 Licensor Bankruptcy

All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, or replacement provision therefore (the "Code"), licenses to rights to "intellectual property" as defined in the Code. The Parties agree that Customer, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and election under the Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Licensor under the Code, Customer shall be entitled to retain all of its rights under the Agreement.

27.9 Conflict of Interest

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

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

27.10 Advertising and Publicity

Licensor shall not use the name of or refer to Customer directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from Customer. Licensor shall not use the Customer's logo directly or indirectly in any advertisement, news release, or professional or trade publication. Licensor may include Customer on its customer lists upon receipt of Customer's written consent.

27.11 Code of Conduct

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

27.12 Force Majeure

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

27.13 Health and Safety Requirement

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

28.0 Equal Employment Opportunity

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

Licensor shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in this Agreement to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR § 92.351.

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

29.0 Ownership of Reports and Documents

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

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

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

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

30.0 Finished and Preliminary Data

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

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

This Article shall survive termination or expiration of the Agreement.

Licensor shall include these requirements in all of its subcontracts.

31.0 Recycling Certification

Licensor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to AUTHORITY or the Southern California Council of Governments regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

32.0 Antitrust claims

Licensor agrees to comply with Government Code Sections 4550-4554.

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

33.0 Child Support Compliance Act

33.1 If the Maximum Payment Obligation exceeds $100,000, Licensor acknowledges in accordance with Public Contract Code 7110, that:

a. Licensor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. Licensor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33.2 This Article shall survive termination or expiration of the Agreement.

33.3 Licensor agrees to include these requirements in all of its subcontracts.

34.0 Priority hiring considerations

If Maximum Payment Obligation includes services in excess of $200,000, Licensor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

35.0 Loss leader

If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Public Contract Code § 10344(e).)

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

36.0 Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Unless otherwise required by the funding source, venue for any action arising from this Agreement shall be Orange County, California. This Article shall survive termination or expiration of the Agreement.

37.0 Non-Discrimination Clause and Statement of Compliance

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

Licensor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Licensor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

During the performance of this Agreement, Licensor and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability,

mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Licensor and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Licensor and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (Title 2 of the California Code of Regulations (CCR) Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted by AUTHORITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in 2 CCR Section 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Licensor shall permit access by representatives of the Department of Fair Employment and Housing (Department) and the AUTHORITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or AUTHORITY shall require to ascertain compliance with this clause.

Licensor and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Licensor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Licensor, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

Licensor shall comply with regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Specifically, Licensor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

This Article shall survive termination or expiration of the Agreement.

Licensor agrees to include these requirements in all of its subcontracts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-4117 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

By: _____
Johnny Dunning
Chief Operating Officer

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

Project city/agency/other:
Contact Name: **Phone:**
Project Award Date: **Original Contract Value:**
Term of Contract:
(1) Litigation, claims, 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

Revised. 03/16/2018

EXHIBIT E: 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 $500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $500 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”

3. To determine whether a campaign contribution of more than $500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ 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

Doug Chaffee, Chair

Jamey M. Federico, Vice Chair

Valerie Amezcua, Director

Katrina Foley, Director

William Go, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Stephanie Klopfenstein, Director

Carlos A. Leon, Director

Janet Nguyen, Director

Tam T. Nguyen, Director

Vicente Sarmiento, Director

John Stephens, Director

Kathy Tavoularis, Director

Mark Tettemer, Director

Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.

D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.

E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

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

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

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

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

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

E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);

2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.

4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public

that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Photos of the existing conditions and area of the injury/incident, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.

2. Serious Incident: includes but not limited to property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

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

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 or 3 safety reflective vests, and appropriate footwear.

B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

_____
_____
_____
_____
_____
_____
_____
_____

Rationale for Requesting Deviation or Exception:

_____
_____
_____
_____
_____
_____

Area Below Reserved for Authority Use Only:

_____
_____
_____

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Amendment to Agreement for Transit Training Services

Transit Committee Meeting of July 10, 2025

Present: Directors Amezcua, Jung, Klopfenstein, Janet Nguyen, and Sarmiento
Absent: Directors Leon and Tam T. Nguyen

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2187 between the Orange County Transportation Authority and Mobility Management Partners, Inc., to exercise the option term in the amount of $778,384, to continue providing transit training services effective August 1, 2025, through July 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $1,895,188.

July 10, 2025

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreement for Transit Training Services

Overview

On May 23, 2022, the Orange County Transportation Authority Board of Directors approved an agreement with Mobility Management Partners, Inc. to provide transit training services for an initial three-year term with one, two-year option term. Board of Directors' approval is requested to exercise the option term effective August 1, 2025, through July 31, 2027.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2187 between the Orange County Transportation Authority and Mobility Management Partners, Inc. to exercise the option term in the amount of $778,384, to continue providing transit training services effective August 1, 2025, through July 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $1,895,188.

Discussion

The Orange County Transportation Authority (OCTA) launched the Mobility Management Program in 2017 to help people understand how to navigate and use the OC Bus system independently. The program offers transit training for OC ACCESS riders, seniors, individuals with disabilities, college students, new riders, and those with limited English skills. Training is available in English, Chinese, Korean, Mandarin, Spanish, and Vietnamese, and covers trip planning, reading schedules, navigating bus routes, and the use of fare systems. The program aims to promote independence, expand access to public transit, boost OC Bus ridership, and reduce reliance on OC ACCESS paratransit.

On May 23, 2022, the OCTA Board of Directors (Board) approved an agreement with Mobility Management Partners, Inc. (MMP) to provide transit training services. The agreement includes a flexible service structure with an initial three-year term and one, two-year extension option.

As of April 2025, MMP had performed 104 workshops, providing training to approximately 1,700 participants on how to use the OC Bus system. These sessions were held at senior centers, assisted living facilities, adult day centers, social service centers, and high schools.

In addition to group workshops, 362 customized one-on-one transit training sessions were completed. These sessions were initiated through a combination of workshop participation, community outreach efforts, and referrals provided by the OC ACCESS eligibility contractor.

Procurement Approach

The original procurement was handled in accordance with OCTA's Board-approved policies and procedures for professional and technical services. On May 23, 2022, the Board approved the award of the agreement with MMP to provide transit training services. The original agreement was awarded on a competitive basis and includes a three-year initial term in the amount of $1,116,804 and one, two-year option term. The agreement has been previously amended as shown in Attachment A.

The proposed Amendment No. 2 is to exercise the option term of the agreement through July 31, 2027, consistent with the firm-fixed price negotiated in the original agreement. Amending this agreement will increase the maximum cumulative payment obligation by $778,384, which is the total firm-fixed price for the option term. Exercising the option term will allow MMP to continue providing transit training services effective August 1, 2025, through July 31, 2027, bringing the total contract value to $1,895,188.

Fiscal Impact

Funding for Amendment No. 2 is included in OCTA's Fiscal Year 2025-26 Budget, Operations Division, Specialized Transit Services Department, Account No. 2147-7519-D1503-THP, and will be funded through the Local Transportation Fund.

Summary

Staff requests the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2187 with Mobility Management Partners, Inc., in the amount of $778,384, for continued transit training services through July 31, 2027. This will increase the maximum obligation of the agreement to a total contract value of $1,895,188.

Attachment

A. Mobility Management Partners, Inc., Agreement No. C-2-2187 Fact Sheet

Prepared by:

Denise Capistran Donovan
Section Manager,
Specialized Transit Services
(714) 560-5641

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

Approved by:

Jack Garate
Department Manager,
Specialized Transit Services
(714) 560-5387

Johnny Dunning, Jr.
Chief Operating Officer, Operations
(714) 560-5710

ATTACHMENT A

Mobility Management Partners, Inc.
Agreement No. C-2-2187 Fact Sheet

1. May 23, 2022, Agreement No. C-2-2187, $1,116,804, for a three-year initial term with one, two-year option term approved by the Board of Directors (Board).

    - Agreement was executed August 1, 2022, with Mobility Management Partners, Inc. to provide transit training services.

    - Three-year initial term effective August 1, 2022, through July 31, 2025, with one, two-year option term.

2. April 21, 2023, Amendment No. 1 to Agreement No. C-2-2187, $0.00, approved by the Contracts Administration and Materials Management Department.

    - Revised the key personnel.

3. July 14, 2025, Amendment No. 2 to Agreement No. C-2-2187, $778,384, pending approval by the Board.

    - To exercise the option term of the agreement effective August 1, 2025, through July 31, 2027.

Total committed to Mobility Management Partners, Inc., after approval of Amendment No. 2 to Agreement No. C-2-2187: $1,895,188.

OCTA

July 14, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Streetcar Security Officer Services

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to select a firm to provide security officer services on the OC Streetcar system.

Recommendations

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-3875 to select a firm to provide streetcar security officer services on the OC Streetcar system.

B. Approve the release of Request for Proposals 5-3875 for streetcar security officer services on the OC Streetcar system.

Discussion

The Orange County Transportation Authority (OCTA) anticipates commencing OC Streetcar (OCSC) revenue service in spring 2026. OCTA is committed, and has an obligation, to provide the safe, secure, and orderly operation of the OC Streetcar. To determine the recommended approach to achieve this commitment, staff evaluated multiple factors including existing crime trends in the area, jurisdictional input, ridership, community acceptance of law enforcement personnel, cost, availability, responsiveness of local/county law enforcement personnel, and the operational footprint spanning two city jurisdictions. A hybrid model that utilizes both trained transit security officers and sworn law enforcement is a balanced approach that most appropriately meets the passenger safety and security needs of the OC Streetcar.

OCTA seeks to effectively address activities that adversely affect the condition and perception of security on the OCSC, but which do not rise to the level of criminal activity. Examples include, but are not limited to, fare disputes, illegal dumping, minor vandalism, and customer code of conduct violations.

These specially trained security officers would be uniformed and armed only with less lethal weapons to defend themselves and, if necessary, others. Their daily tasks will include serving as forward-deployed customer service personnel, providing a visible deterrent to challenging passengers, and observing and reporting security-related incidents to OCTA's Central Communications Section.

Procurement Approach

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

The recommended evaluation criteria and weightings are as follows:

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

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm is weighted at 20 percent as the proposing firm must demonstrate relevant experience, as well as have the resources to meet the immediate and long-term staffing requirements of the scope of work. Staffing and project organization is weighted at 25 percent as it is critical for the firm to demonstrate it can provide the experienced and qualified individuals needed to achieve the requirements set forth in the scope of work. The work plan is weighted at 30 percent as the proposing firm must be able to demonstrate their understanding of the project scope, as well as the approach to providing the staff with the required skill levels and experience. Cost and price is assigned 25 percent to ensure a fair comparison of the proposed rates for the total contract term, as well as ensuring that OCTA receives value for the services provided.

The contract term for this procurement will be for a two-year initial term with one, one-year option term. The total cost for the initial term is anticipated to be $2,557,660. This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

The project is included in OCTA's Fiscal Year 2025-26 Budget. Funding for these services will be provided through the Local Transportation Fund (LTF) utilizing account nos. 0035-7616-0C100-4TZ, 0035-9025-0C100-0PQ and 0035-9027-0C100-03N.

Summary

Board of Directors' approval is requested to release Request for Proposals 5-3875 for security officer services on the OC Streetcar system and approval of the proposed evaluation criteria and weightings.

Attachment

A. Draft Request for Proposals RFP 5-3875 Streetcar Security Officer Services

Prepared by:



Matt Ankley
Department Manager, Security and Emergency Preparedness
714-560-5719



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

Approved by:



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

ATTACHMENT A

DRAFT REQUEST FOR PROPOSALS (RFP) 5-3875

STREETCAR SECURITY OFFICER SERVICES

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

Key RFP Dates

Issue Date:	**July 14, 2025**
Pre-Proposal Conference Date:	**July 22, 2025**
Question Submittal Date:	**July 24, 2025**
Proposal Submittal Date:	**August 13, 2025**
Interview Date:	**September 11, 2025**

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July 14, 2025

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 5-3875: "STREETCAR SECURITY OFFICER SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide security officer services for the Orange County Streetcar system. The budget for this project is $2,557,660 for a two (2)-year initial term.

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

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 13, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-3875**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at 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 5-3875, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Security, Safety and Health Services	Crime Prevention - Services Guard & Security Services

A hybrid pre-proposal conference will be held on July 22, 2025, at 2:30 p.m.

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

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

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

- **Join the meeting now**
- OR Call-in Number: +1 916-550-9867
- Conference ID: 820 375 814#

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

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

The Authority has established September 11, 2025, 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.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A hybrid pre-proposal conference will be held both on-site/in-person and via teleconference on July 22, 2025, at 2:30 p.m.

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

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

- Join the meeting now
- OR Call-in Number: +1 916-550-9867
- Conference ID: 820 375 814#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Luis Martinez, Senior Contract Administrator
Contracts Administration and Materials Management Department
Phone: 714.560. 5767
Email: lmartinez1@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and received via e-mail at lmartinez1@octa.net no later than 5:00 p.m., on July 24, 2025.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-3875" in the subject line of the e-mail. 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 July 29, 2025. Offerors may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via email.

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

Category:	Commodity:
Security, Safety and Health Services	Crime Prevention - Services Guard & Security Services

Inquiries received after 5:00 p.m. on July 24, 2025 will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 13, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-3875**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

c. The Authority reserves the right to issue a new RFP for the project.

d. The Authority reserves the right to postpone proposal openings for its own convenience.

e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a time-and-expense price contract for work specified in the scope of work, included in the RFP as Exhibit A. The term of the Agreement will be for a two (2)-year initial term with one (1), one (1)-year option term.

L. CONFLICT OF INTEREST

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

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

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

M. CODE OF CONDUCT

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

N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFP shall become the property of the Authority and a matter of public record pursuant to the California Public Records Act, Government Code sections 7920.000 et seq. (the "Act"). Offerors should familiarize themselves with the provisions of the Act requiring

disclosure of public information. Offerors are discouraged from marking their proposal documents as "confidential" or "proprietary."

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

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

O. STATEMENT OF ECONOMIC INTERESTS

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font and double-spaced. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing

capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

(5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

(6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

(1) Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

(2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

(3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff, as well as indicate the number of full-time and part-time employees in each position.

(4) Explain the approach to meeting staffing requirements, including how the Offeror will staff four (4) teams of two (2) Transit Security Officers on day and afternoon shifts, provide two (2) roving Supervisors, and be prepared to provide supplemental staffing in the event of special events, emergencies, and when requested

(5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

(1) Describe the approach to completing the work specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

(2) Outline sequentially the activities that would be undertaken in completing the work and specify who would perform them.

(3) Describe the proposed approach to implementing and managing the electronic patrol management system, including how activities of contracted personnel will be tracked and documented, and how reports will be maintained and shared with the Authority — even in the event of system failure.

(4) Outline the training program for security personnel, including the delivery of Transportation Security Administration-mandated training, procedures for maintaining training records, and methods for ensuring personnel remain knowledgeable of the Orange County Streetcar System, safety protocols, and emergency procedures.

(5) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.

(6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

(7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations

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

4. Cost and Price Proposal

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

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal.

Offeror is required to report any campaign contributions made by the prime contractor, subconsultants, lobbyists and agents after the proposal submittal date, and up to the anticipated Board of Directors selection. The offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least fifteen (15) calendar days prior to the Board Committee date on November 3, 2025 and sent via e-mail to the Contract Administrator.

2. Status of Past and Present Contracts Form

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one (1) copy of the completed form(s) as part of its proposal.

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm **20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. Staffing and Project Organization **25%**

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 **30%**

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; utility of suggested technical or procedural innovations.

4. Cost and Price **25%**

Reasonableness of labor rates; 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 September 11, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror

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

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

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

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: COST AND PRICE FORMS

EXHIBIT C: PROPOSED AGREEMENT

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

Project city/agency/other:
Contact Name: **Phone:**
Project Award Date: **Original Contract Value:**
Term of Contract:
(1) Litigation, claims, 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

Revised. 03/16/2018

EXHIBIT E: 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 $500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $500 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”

3. To determine whether a campaign contribution of more than $500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ 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

Doug Chaffee, Chair

Jamey M. Federico, Vice Chair

Valerie Amezcua, Director

Katrina Foley, Director

William Go, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Stephanie Klopfenstein, Director

Carlos A. Leon, Director

Janet Nguyen, Director

Tam T. Nguyen, Director

Vicente Sarmiento, Director

John Stephens, Director

Kathy Tavoularis, Director

Mark Tettemer, Director

Donald P. Wagner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (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:

_____
_____

OCTA

July 14, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for Construction Management Support Services for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Overview

The Orange County Transportation Authority has developed a request for proposals to initiate a competitive procurement process to retain a consultant to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

Recommendations

A. Approve the proposed evaluation criteria and weightings for Request for Proposals 5-4158 for the selection of a consultant to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

B. Approve the release of Request for Proposals 5-4158 to provide construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

Discussion

The Orange County Transportation Authority (OCTA), in partnership with the California Department of Transportation (Caltrans), is implementing the State Route 91 (SR-91) Improvement Project between La Palma Avenue and State Route 55 (SR-55) (Project). The Project is part of Project I in the Measure M2 (M2) freeway program and is being advanced as part of the updated Next 10 Delivery Plan approved by the OCTA Board of Directors (Board) in November 2024.

The Project will provide a general purpose lane in the eastbound direction between La Palma Avenue and SR-55, bridge widening over the Santa Ana River, and reconstruction of the Glassell Street/Kraemer Boulevard and Tustin Avenue interchanges. As a part of interchanges reconstruction, the existing Glassell Street/Kraemer Boulevard and Tustin Avenue bridges over SR-91 will be replaced with new bridges that provide standard vertical clearance below, standard width lanes and sidewalks, and bikeways enhancing active transportation options. The final design for the Project is nearing completion.

Caltrans, as the implementing agency for the construction phase, is expected to advertise the construction contract by late 2025 and then award and administer the contract through completion. OCTA is seeking a qualified firm to provide construction management support services. Caltrans will provide the resident engineer, structures representative, and other field personnel, along with construction administrative support and environmental monitoring. OCTA, as the sponsor agency on this Project, will provide consultant field staff for construction inspection, an office engineer, scheduling, claims support, and materials testing. A construction cooperative agreement with Caltrans will be executed prior to the Project moving into the construction phase.

Procurement Approach

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

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

The evaluation criteria and weightings are consistent with criteria developed for similar architectural and engineering (A&E) procurements. Several factors were considered in developing the criteria and weightings. The firms' qualifications and experience in performing relevant work of similar scope, size, and complexity are important to the success of the Project. Staff proposes to give a high level of importance to staffing and project organization, as the qualifications of the project manager and other key task leaders are critical to understanding the project requirements and to the timely delivery and successful performance

of the work. An equal level of importance is also assigned to the work plan, as the technical approach is critical to the successful performance and timely delivery of the Project. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws.

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

Fiscal Impact

Funding for this Project is included in OCTA's Fiscal Year (FY) 2025-26 Budget and subsequent fiscal years' budgets, Capital Programs Division, Account No. 0017-9085-FI105-1OR, and will be funded with a combination of federal, state, net excess 91 Express Lanes revenue, and local M2 funds.

Summary

Board of Directors' approval is requested to release Request for Proposals 5-4158 for construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55, as well as approval of the proposed evaluation criteria and weightings.

Attachment

A. Draft Request for Proposals (RFP) 5-4158, Construction Management Support Services for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Prepared by:

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

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

ATTACHMENT A

DRAFT REQUEST FOR PROPOSALS (RFP) 5-4158

CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE STATE ROUTE 91 IMPROVEMENT PROJECT BETWEEN LA PALMA AVENUE AND STATE ROUTE 55

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

Key RFP Dates

Issue Date:	**July 14, 2025**
Pre-Proposal Conference Date:	**July 22, 2025**
Question Submittal Date:	**July 28, 2025**
Proposal Submittal Date:	**August 13, 2025**
Interview Date:	**September 18, 2025**

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July 14, 2025

NOTICE OF REQUEST FOR PROPOSALS

RFP 5-4158: "CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE STATE ROUTE 91 IMPROVEMENT PROJECT BETWEEN LA PALMA AVENUE AND STATE ROUTE 55"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants for construction management support services for State Route 91 Improvement Project between La Palma Avenue and State Route 55. Required services include roadway and structures construction inspection, electrical inspection, critical path method scheduling, claims support, field office engineering and contract administration, field materials testing, and other services as determined necessary.

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

PROHIBITION

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55 will be ineligible to participate (at any tier) in the contract for construction services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services contract for the State Route 91 Improvement Project between La Palma Avenue and State Route 55, may not submit a proposal for this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant services for the Authority's Capital Programs (Highway and Rail), may not submit a proposal for this procurement.

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

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 13, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-4158**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

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

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

To receive all further information regarding this RFP 5-4158, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Construction	Construction Management
	Services
	Inspection Services
Professional Consulting	Construction Consulting
	Consultant Services - General
	Traffic Planning Consulting
Professional Services	Engineering - Civil
	Engineering - General

Inspection - Testing & Analysis
Land Surveying

An on site/ in-person pre-proposal conference will be held on July 22, 2025, at 8:30 a.m.,
at the Authority's Administrative Office, 550 South Main Street, Orange, California 92868, in Conference Room 08. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- **Pre-proposal Conference Teams Link**
- OR Call-in Number: (714) 550-9867
- Conference ID: 381 672 636#

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

The Authority has established September 18, 2025, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

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

The prime consultants and all subconsultants awarded a contract as a result of this solicitation shall maintain an appropriate time-keeping system that identifies labor hours expended by project.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

An on-stie/in-person pre-proposal conference will be held on July 22, 2025, at 8:30 a.m. at the Authority's Administrative Offices, 500 South Main Street, Orange, California, in Conference Room 08. Prospective Offerors may join in person, via Teams, or call-in using the following credentials:

- **Pre-proposal Conference Teams Link**
- OR Call-in Number: (714) 550-9867
- Conference ID: 381 672 636#

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

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Sonja Gettel, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: (714) 560-5562, Fax: (888) 404-6282
Email: sgettel@octa.net

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on July 28, 2025.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584

(2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868

(3) Facsimile: (888) 404-6282

(4) Email: sgettel@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than August 4, 2025. Offerors may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses be sent via email.

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

Category:	Commodity:
Construction	Construction Management Services
	Inspection Services
Professional Consulting	Construction Consulting
	Consultant Services - General
	Traffic Planning Consulting
Professional Services	Engineering - Civil
	Engineering - General
	Inspection - Testing & Analysis
	Land Surveying

Inquiries received after 5:00 p.m. on July 28, 2025, will not be responded to.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted, electronically, through the following URL link: http://www.octa.net/Proposal Upload Link, at or before the deadline of **2:00 p.m. on August 13, 2025. The link has an upload file size limit of 80MB. Authority will not accept hard copy proposals for this RFP.**

Offerors are instructed to click the upload link, select "**RFP 5-4158**" from the drop-down menu, and follow the instructions as prompted to upload the proposal. The upload link will expire at the submittal deadline and will not allow proposals to be uploaded.

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

2. Acceptance of Proposals

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

b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.

c. The Authority reserves the right to issue a new RFP for the project.

d. The Authority reserves the right to postpone proposal openings for its own convenience.

e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.

f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.

g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A.

L. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. The offeror to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without

limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

M. CONFLICT OF INTEREST

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

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

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

N. CODE OF CONDUCT

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

O. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

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

If a Proposal does include "confidential" or "proprietary" markings and the Authority receives a request pursuant to the Act, the Authority will endeavor (but cannot guarantee) to notify the Offeror of such a request. In order to protect any information submitted within a Proposal, the Offeror must pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the

confidentiality of such information. The Authority generally does not consider pricing information, subcontractor lists, or key personnel, including resumes, as being exempt from disclosure under the Act. In no event shall the Authority or any of its officers, directors, employees, agents, representatives, or consultants be liable to a Offeror for the disclosure of any materials or information submitted in response to the RFP or by failing to notify a Offeror of a request seeking its Proposal. The Authority reserves the right to make an independent decision to disclose records and material.

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

P. STATEMENT OF ECONOMIC INTERESTS

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

Q. PROHIBITION

The following restrictions apply to this procurement:

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55 will be ineligible to participate (at any tier) in the contract for construction services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the design services contract for the State Route 91 Improvement Project between La Palma Avenue and State Route 55, may not submit a proposal for this procurement.

The firm, including all subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant services for the Authority's Capital Programs (Highway and Rail), may not submit a proposal for this procurement.

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

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

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

a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address and telephone number of the contact person identified during period of proposal evaluation.

b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.

c. Acknowledgement of receipt of all RFP addenda, if any.

d. A statement to the effect that the proposal shall remain valid for a period of not less than 180 days from the date of submittal.

e. Signature of a person authorized to bind Offeror to the terms of the proposal.

f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

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

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

Offeror to:

(1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

(2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.

(3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

(4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

(5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.

(6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

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

Offeror to:

(1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.

(2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.

(3) Indicate adequacy of labor resources utilizing a table projecting the resource allocation to the project by individual task.

(4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.

(5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

(1) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

(2) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.

(3) Furnish a project schedule for completing the tasks in terms of elapsed weeks.

(4) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.

(5) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.

(6) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

4. Cost and Price Proposal

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

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

5. Appendices

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

B. FORMS

1. Campaign Contribution Disclosure Form

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

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

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

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

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

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has

either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. Qualifications of the Firm **20%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

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

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

3. Work Plan **40%**

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

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established September 18, 2025, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Regional Transportation Planning 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 Regional Transportation Planning Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

C. AWARD

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

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

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

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

CONSTRUCTION MANAGEMENT SUPPORT SERVICES

FOR THE

STATE ROUTE 91 (SR-91) IMPROVEMENT PROJECT

BETWEEN

La Palma Avenue and State Route 55 (SR-55)

SCOPE OF WORK

PROJECT DESCRIPTION

1.1 Introduction

The Orange County Transportation Authority (OCTA, or AUTHORITY) and California Department of Transportation (Caltrans) require inspection and administrative support staff for construction of the State Route 91 (SR-91) between Acacia Street and La Palma Avenue (Segment 2).

1.2 Statement of Intent

CONSULTANT shall provide qualified personnel to perform the function of construction inspection (including roadway and structures), Critical Path Method (CPM) scheduler, claims support, Office Engineer, field materials testing, and electrical inspection. These services shall include inspection services, field/office contract administration, and other services as determined necessary by the OCTA Project Manager. Caltrans will lead the construction management and administration of the construction contract and will provide the Senior Resident Engineer (RE), Structural Representative, additional inspection services as needed, and other functional support services necessary to administer the construction contract. CONSULTANT inspection personnel shall be assigned full-time or part-time as needed and shall provide assistance to, and work under the direction of the Caltrans RE. CONSULTANT shall also provide a fully equipped field office for all staff assigned to the project including Caltrans, OCTA, and CONSULTANT'S own staff.

LIMITATION ON GOVERNMENTAL DECISIONS

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

1.3 Project Description

1.3 -1 Background

Caltrans District 12, in cooperation with OCTA, proposes the construction of State Route 91 (SR-91) between La Palma Avenue and State Route 55 (SR-55). The proposed project is located in the City of Anaheim in Orange County. The proposed project improvements cover a distance of a 2.7-mile corridor from P.M. 6.4 to

P.M. R9.1 and partly along the SR-55 corridor from P.M. 17.5 to R17.7. The Environmental Document and Project Report were approved on June 22, 2020 and June 24, 2020, respectively. Environmental Revalidation is anticipated to be approved in July 2025.

The final design phase for this project is scheduled to be complete in fall 2025 and contract documents will be developed for the construction-bidding phase in late 2025. OCTA is expecting funding for the project from federal, state, and local funds. As the implementing agency OCTA contracted with WKE, Inc. (WKE) to prepare the final design Plans, Specifications, and Estimates (PS&E) for this project. Caltrans provided oversight up to the completion of the PS&E phase. Caltrans will be the lead agency during the construction phase and will administer the contract for the construction phase.

1.3 -2 Location and Limits

Segment 2 is located in the City of Anaheim. The total length of this project is 2.7 miles and partly along the SR-55 corridor from P.M. 17.5 to R17.7.

1.3 -3 General Project Description

Segment 2 will provide a general purpose lane in the eastbound direction between La Palma Avenue and SR-55, bridge widening over the Santa Ana River, and reconstruction of the Glassell Street/Kraemer Boulevard and Tustin Avenue interchanges. As a part of interchanges reconstruction, the existing Glassell Street/Kraemer Boulevard and Tustin Avenue bridges over SR-91 will be replaced with new bridges that provide standard heights, lanes, sidewalks, and bikeways enhancing multi-modal transportation systems.

Kraemer Boulevard/Glassell Street OC (Bridge No. 55-1147)
The existing Kraemer Boulevard/Glassell Street overcrossing bridge would be replaced with a new bridge that would include three lanes, median, Class II Bike Lane/shoulder and sidewalk in each direction.

Tustin Avenue OC (Bridge No. 55-1146)
The existing Tustin Avenue overcrossing bridge would be replaced with a new bridge that includes four lanes, shoulder, and sidewalk in each direction. The northbound sidewalk is 15’ in width to accommodate bikes and pedestrians, and it is separated from the traffic with a 4’ raised median.

Santa Ana River Bridge (Bridge No. 55-0106)
The existing Santa Ana River bridge would be widened in the eastbound (EB) direction to accommodate new EB general purpose lane.

The project construction will be in accordance with the Caltrans approved PS&E documents for project EA# 12-0K9821.

1.4 Project Delivery

The design consultant who prepared the PS&E, WKE, will provide construction support services during construction.

Caltrans will advertise, award, and administer the construction contract. Caltrans will provide the Senior Resident Engineer, Structures Representative, and other support as outlined in Section 1.2 “Statement of Intent” above. CONSULTANT shall be responsible for coordinating with Caltrans, the design team and other stakeholders as necessary.

OCTA is the lead agency for the right-of-way certification and utility relocation on the project. All utility and right of way issues during construction will be the responsibility of OCTA as defined in the cooperative agreement between Caltrans and OCTA.

1.5 Project Schedule and Cost

Shown below are the Project Ready-To-List (RTL), construction start, and construction completion dates, and estimated cost for construction:

Ready-To-List	September 2025
Construction Award	February 2026
Construction Completion	January 2030
Construction Cost:	$182,000,000

GENERAL CONDITIONS AND REQUIREMENTS

2.1 Project General Conditions and Requirements

2.1-1 The number of project personnel and duration of the assignments will vary depending on the needs of the project. The final number of personnel and exact duration of assignment will be determined by OCTA and Caltrans. CONSULTANT personnel shall be available within two (2) weeks from written notification by OCTA and up to a maximum of six (6) months after Caltrans acceptance of the construction project.

2.1-2 CONSULTANT shall assist in verifying compliance with the labor standards provisions of the project and the related wage determination decisions of the Secretary of Labor.

2.1-3 CONSULTANT shall assist Caltrans in verifying compliance with the safety and accident prevention provisions of the project. Caltrans shall retain jurisdictional control for traffic control but shall receive assistance from CONSULTANT forces in reviewing and monitoring.

2.1-4 CONSULTANT shall assist Caltrans in verifying compliance with the equal employment opportunity (EEOC) provisions of the project.

2.1-5 All services required hereunder shall be performed in accordance with latest Caltrans regulations, policies, procedures, manuals, and standards. Documents shall be made available upon request.

2.1-6 CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT's operations with Caltrans and OCTA. The Project Manager shall be responsible for all matters related to the CONSULTANT's personnel and operations.

2.1.7 CONSULTANT's Project Manager shall be accessible to Caltrans and OCTA at all times during Caltrans normal working hours.

2.1-8 CONSULTANT shall provide construction management support services to control quality and manage work. CONSULTANT shall perform the following administrative activities:

a. Prepare, circulate, and file correspondence and memos as appropriate.

b. At the end of each month, the CONSULTANT shall report on the progress of the work. Progress shall be based on actual work accomplished such as estimated progress toward completion. The progress report shall include a staff labor report. Progress payments will be based upon actual time and expenses incurred.

c. The CONSULTANT shall submit one copy of a monthly Progress Report to the OCTA and Caltrans Project Manager consisting of a written narrative and an updated progress and expenditure curve. This report shall be received no later than the last day of the month. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems, present proposed corrective action, and show the status of major changes.

2.1-9 To ensure an understanding of contract objectives, meetings between Caltrans, OCTA, and the CONSULTANT will be held as often as deemed necessary. All work objectives, the work schedules, the terms of the contract, and any other related issues will be discussed, and any problems will be resolved.

2.1-10 OCTA will designate a Project Manager to administer the CONSULTANT Agreement and provide general directions to the CONSULTANT.

2.1-11 Resumes of personnel must be submitted to OCTA for review and approval prior to assignment to a project. Caltrans, OCTA, and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by the CONSULTANT's personnel. If, at any time, the level of performance is below expectations, OCTA shall have the right to request removal of any project personnel. OCTA may request another person to be assigned as needed.

2.1-12 If a CONSULTANT's employee is on a leave of absence, the Project Manager shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

2.1-13 The typical workday includes all hours worked by the Caltrans' construction contractor, normally 40 hours per week. If ordered by the RE, overtime for the CONSULTANT's employees may be required. The construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT's personnel. On days when the construction contractor, such as rainy or unsuitable weather days, does not perform work CONSULTANT services shall not be provided unless authorized by the RE. The RE will provide 8 hours advance notice if CONSULTANT services are not required.

2.1-14 All personnel shall be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with Caltrans and OCTA officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications.

2.1-15 CONSULTANT shall keep detailed records and document the work as directed by the Caltrans Senior RE.

2.1-16 Caltrans will furnish a representative to perform the usual functions of a Senior RE. Caltrans Department of Structures will provide the Structure Representative.

2.1-17 Caltrans or OCTA will provide CONSULTANT with the following:

a. Caltrans construction forms and other policies and procedures to be followed by CONSULTANT's personnel in the performance of the work.

b. A set of approved project plans for the project.

STATEMENT OF SERVICES

3.0 Construction Inspection Services

3.1 General

CONSULTANT will be required to provide:

a. Inspection and administration personnel
b. A fully equipped field office
c. Miscellaneous equipment, vehicles, and tools
d. Materials testing lab facility

The number of CONSULTANT personnel shall be dependent upon the actual work scope. The anticipated category and approximate annual quantity of personnel required is (based on a construction duration of 950 working days and 1,758 hours/year):

	Personnel	Total Hours
Project Manager	0.3	2,178
Principal Assistant/ Resident Engineer (Senior Roadway Inspector)	1.0	6,601
Inspector (Roadway)	5.0	33,006
Inspector (Structural)	3.0	19,804
Inspector (Electrical)	1.0	6,601
Office Engineer	1.0	6,601
CPM Scheduler	0.5	3,301
Claims Support	0.1	660
Field Materials Testing	1.0	6,601
Surveying	0	0
Project Assistant (PA)	0.67	3,961
Total	13.6	89,314

3.2 Construction Inspection and Administrative Support Services Requirements

Inspection work shall not be performed when conditions (such as weather, traffic, and other factors) prevent a safe, efficient operation or as directed by Caltrans or OCTA.

Assignments to be performed by CONSULTANT personnel may include, but are not limited to, the following:

3.2-1 Perform and assist in performing the duties of construction inspection and engineering including: paving and subgrade inspection, structures inspection, electrical inspection, drainage, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and ensuring compliance with project plans and specifications.

3.2-2 Analyze the project plans and specifications for possible errors and deficiencies and report such findings to the RE. Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the RE. If the RE determines that changes are necessary, CONSULTANT's personnel shall assist in implementing and processing of "Change Orders" in accordance with Caltrans' Standard Specifications.

3.2-3 Adhere to all safety and health code and regulations and enforce applicable contract provisions for the protection of the public and project personnel. Prepare Assistant RE daily diaries in accordance with the Caltrans construction manual.

3.2-4 Prepare calculations, records, reports, and correspondence related to project activities.

3.2-5 Consultant to assist in the preparation of As-Built plans.

3.2-6 Assist in preparing claims reports and be available for any claims settlements meetings.

3.2-7 Perform and assist in review of contractor's Critical Path Method (CPM) schedule and construction staging plans.

3.2-8 Assist in performing Storm Water Pollution Prevention (SWPP) duties.

3.2-9 Assist in control of contractor's work within temporary construction easements.

3.2-10 Develop and maintaining a risk register of critical work that may affect construction schedule and cost.

3.3 Inspection Standards

Construction inspection and contract administration shall be in accordance with:

3.3-1 The Manual of Traffic Controls for Construction and Maintenance Work Zones.

3.3-2 The Caltrans Standard Specifications and Standard Plans.

3.3-3 The project plans and special provisions.

3.3-4 The Caltrans Construction Manual and other applicable Caltrans manuals.

3.3-5 Caltrans and OCTA shall decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract.

3.4 Construction Management, Inspection and Survey Deliverables

CONSULTANT shall create and maintain the following documentation and provide the following deliverables:

3.4-1 Daily reports and extra-work diaries.

3.4-2 Monthly progress reports prepared by the CONSULTANT's project manager.

3.4-3 Construction contract progress payment and quantity documents delivered to the RE the morning of the day specified in the contract payment schedule.

3.4-4 Final payment quantity documents delivered to the RE by no later than 5 working days after acceptance by Caltrans of the completed construction project.

3.4-5 Field measurements, field, and laboratory test data and other documents as required by Caltrans procedures.

3.4-6 All reports, calculations, and other applicable documents prepared for the project.

3.4-7 All correspondence, records, and other PROJECT documents.

3.4-8 Risk register of critical work that may affect construction schedule and cost.

3.5 Field Office Requirements

CONSULTANT shall provide a fully equipped and operational field office. It is not anticipated right-of-way will be provided to provide temporary trailers as the field office.

3.5-1 The field office shall house all construction personnel assigned to the project. The construction staff includes: Caltrans personnel, CONSULTANT inspection personnel, and one office for the construction survey crew.

3.5-2 The field office shall have one desk and chair for every person assigned to the project, a desktop computer for CONSULTANT personnel only, internet access (T1 line), phones, fax machine, copy machine, full sized plotter, and conference table and chairs, and other normal office furniture, equipment, and utilities. CONSULTANT shall dispose of office furniture and equipment at project completion.

3.5-3 The field office shall also provide a common area (kitchen), bathrooms, field laboratory storage area, miscellaneous equipment storage area, and a large conference area for project meetings.

3.6 Miscellaneous Equipment, Inspection Vehicles, and Tools

CONSULTANT shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely.

3.6-1 CONSULTANT shall provide one inspection vehicle (truck) for each inspector. Vehicles without side windows shall not be used. Caltrans-furnished magnetic logos shall be affixed to each side of the vehicle at all times it is used for the work under this contract.

3.6-2 CONSULTANT shall provide other field materials such as testing equipment and safety equipment, as needed, for use by their staff on the project.

3.6-3 CONSULTANT shall provide each inspector with a cellular phone.

3.7 Equipment and Supplies

3.7-1 Office Equipment and Supplies- CONSULTANT shall have adequate office equipment and supplies. Such equipment and supplies shall include, but not be limited to:

1) Drafting equipment.

2) Computers and calculators.

3) Data processing systems, including software

3.7-2 Field Equipment and Supplies- CONSULTANT shall have adequate field equipment and supplies to complete the required surveying work. The equipment and supplies for each survey party shall include, but not be limited to, the following:

-
- Electronic calculator.
- Hand tools and supplies as appropriate.
- Sufficient number of traffic cones 28 inches, minimum, in height.
- Traffic control devices (including signs, sign bases, flags, and hand held signs) as required to perform the requested survey work.
- Leveling instruments and equipment, including 1) self-leveling level; precision: standard deviation in one mile of double-run leveling 0.005 feet or less, and 2) suitable leveling rods for the work to be performed.
- Distance measuring instruments and equipment, including 1) electronic distance measurer; precision: standard deviation 3 millimeters plus 3 ppm, or less; range: at least one mile under average atmospheric conditions, 2) prisms, sufficient to perform the required work, 3) tapes; steel, cloth, 4) angle measuring instruments and equipment: Theodolite for non-control surveys; precision: direct circle reading to three seconds, or equivalent, horizontal and vertical, and 5) targets as required to perform the required work.
- When required for efficient survey operations, total station survey systems measurer, and electronic data collector shall be provided. The angle measuring instruments and distance measurer shall conform to requirements above.
- Radio communication shall be required if requested by OCTA.

3.7-3 Personnel Safety. In addition to the requirements specified elsewhere in this contract, the following also shall apply. CONSULTANT shall conform to the safety provisions of the Caltrans Construction and Survey Manuals. CONSULTANT's personnel shall wear white hard hats, orange vests and rubber soled shoes at all times while working in the field. CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near the PROJECT site. All safety equipment and personnel protective devices and gear shall be provided by the CONSULTANT.

3.8 Personnel Qualifications and Responsibilities

The preferred minimum qualifications for CONSULTANT personnel assigned to this project are as follows:

3.8-1 Project Manager

The preferred minimum qualifications for the position of Project Manager are:

a) Minimum of 10 years project management experience on similar highway construction/bridge construction projects, or other relative equivalent experience as determined by OCTA.
b) Thorough knowledge of Caltrans construction practices, and the ability to read and interpret plans and specifications.
c) Ability to make effective decisions concerning field problems and work in progress.
d) Licensed Civil Engineer in the State of California.
e) Ability to use typical computer programs such as Microsoft Word, Outlook, and Excel.

Under the direction of OCTA and Caltrans, the Project Manager will assume the following functional responsibilities:

a) Review, monitor, train, and provide general direction for CONSULTANT's personnel.
b) Assign personnel to projects on an as-needed basis.
c) Administer personnel leave subject to approval of the Caltrans' RE.
d) Prepare monthly reports for delivery to the OCTA Project Manager.
e) Maintain continuous communication with the Caltrans' Resident Engineer, OCTA Project Manager, CONSULTANT field personnel, and with public outreach personnel.
f) Coordinate/communicate with the OCTA Project manager, staffing needs, and ensure project support costs are within budget.
g) Advise the OCTA Project Manager of major project issues and contract status.
h) Provide expert advice when called upon.

3.8-2 Principal Assistant/ Resident Engineer (Senior Roadway Inspector)

Minimum qualification is at least 5 years working as a Resident Engineer on Caltrans Highway improvement projects of similar size and complexity.

a) Act as the Principal Assistant/Resident Engineer/lead inspector and provide guidance to other CONSULTANT inspectors and staff in carrying out their day to day duties.
b) Provide consultation on complex contract interpretation issues as called upon by the Senior RE. Act as an advisor to the Senior RE.
c) Thorough knowledge of Caltrans construction practices.
d) Ability to make effective decisions concerning field problems and work in progress.
e) Licensed Civil Engineer in the State of California.

f) Maintain continuous communication with the Caltrans Senior RE, lead staff, OCTA Project Manager, field staff, public outreach personnel, and with construction administration staff.
g) Provide expert advice when called upon.

3.8-3 Roadway Inspectors

Preferred minimum qualification for the position of roadway inspectors will be as follows:

a) Minimum of 5 years of relevant construction inspection and management experience on similar highway construction projects.
b) Knowledge of construction practices, physical characteristics and properties of highway construction inspection, and the approved methods and equipment used in performing physical inspections.
c) Ability to work independently and perform inspection duties in the construction field office.
d) Ability to effectively make minor decision concerning work in progress and solving field and office problems.
e) Ability to use typical computer programs such as Microsoft Word, Outlook, and Excel.
f) Ability and experience with review of Critical Path Method (CPM) baseline schedule including updates and revisions. Ability to run Claim Digger or other available software to detect changes to the CPM schedule for Claims analysis purposes.
g) Assist in the response to potential claims filed by the contractor and preparation of documentation for contract claims and claim reports.

Under the direction of the Caltrans RE the Roadway Inspector(s) will assume the following functional responsibilities:

a) Perform inspections to achieve compliance with contract plans and specifications on all phases of Highway construction, such as paving, structures, grading, drainage, utility relocation, electrical installation, sign installation, and landscaping items.
b) Perform quantity calculations for progress pay estimates and keep project records.
c) Perform design for minor changes and make design estimates for contract change orders.
d) Perform analytical calculations for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions.
e) Perform analytical calculation for items such as basic earthwork and grading, special staking procedures and redesigning facilities to fit existing field conditions.

f) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, Principal Assistant (Resident) Engineer, field personnel, public outreach personnel, and with construction administration staff.

3.8-4 Structures Inspectors

Preferred minimum qualifications for the position of structures inspectors will be as follows:

a) Minimum of 5 years of relevant construction inspection and management experience on similar construction projects involving bridges, retaining walls, sound walls, barriers, drainage structures, sign structures, and other structures.
b) Knowledge of construction practices, physical characteristics and properties of structures construction inspection, and the approved methods and equipment used in performing physical inspection.
c) Ability to perform calculations such as grade, deflection, stress, alignment. Ability to perform calculations to check the various elements of structures (i.e. beams, columns, etc.) as used in contractor's temporary works.
d) Assist in reviewing false_work plans, shoring plans, demolition plans, concrete mix designs and other submittals provided by the contractors as required by the contract documents.
e) Ability to work independently and perform inspection duties in the construction field office.
f) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
g) Ability to use typical computer programs such as Microsoft Word, Outlook, Access, and Excel.

Under the direction of the Caltrans Structures Representative, the Structures Inspectors will assume the following functional responsibilities:

a) In a field setting perform soil calculations, establish surveying control line and grade as required by established Office of Structures Construction (OSC) Practices & Procedures, ensure that the contractors' materials are in compliance and as required by the contract documents, verify field dimensions. Must be present for concrete pours and assure that the concrete is cured properly. Oversee removal and placement of existing materials. Confer with contractors regarding compliance with plans, specifications, quality of work, construction activity, and CAL-OSHA regulations.
b) Assist in identifying the need for Contract Change Orders (CCOs), preparation of CCOs, contract estimates and other documents, such as responses to contractor's claims, and reports and letters involved in the construction of engineering projects.

c) Perform quantity calculations for progress pay estimates and keep project records.
d) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, Principal Assistant (Resident) Engineer, field personnel, public outreach personnel, and with construction administration staff.

3.8-5 Electrical Inspector

The preferred minimum qualifications for the position of Electrical Inspector(s) are as follows:

a) Minimum of 5 years of relevant electrical inspection and management experience on a similar highway construction project is required.
b) Knowledge of intelligent transportation system (ITS) elements such as ramp metering systems, CCTV systems, electrical systems, highway advisory radio (HAR) systems, communication Systems (wireless, hardwire & fiber-optics), changeable message signs, vehicle detection systems, traffic signal systems, transit signal priority, emergency vehicle priority, etc.
c) Knowledge of construction practices, physical characteristics and properties of roadway, structures, drainage and utility systems construction materials, and the approved methods and equipment used in making physical tests of construction materials.
d) Ability to work independently and perform duties in the construction field office.
e) Ability to effectively make minor decisions concerning work in progress and solving field and office problems.
f) Proficient in the use of computer application programs Word and Excel.

Under the direction of the Caltrans Senior RE, the Electrical Inspector will assume the following functional responsibilities:

g) Perform quality assurance inspections to achieve compliance with contract plans and specifications on all electrical installation.
h) Perform quantity calculations and measurement for progress pay estimates and keep daily project records.
i) Perform calculations and measurement of electrical components.
j) Perform design for minor changes and make design estimates for contract change orders.
k) Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, Principal Assistant Resident Engineer, field personnel, public outreach personnel, and with construction administration staff.

3.8-6 Office Engineer

a. Minimum of 5 years of relevant construction inspection and/or office engineering experience.
b. Ability to work independently and perform typical construction field office duties.
c. Thorough knowledge of Caltrans construction practices, and the ability to read and interpret plans and specifications.
d. Thorough knowledge of the construction manual regarding estimates, extra work bidding, change orders, and other administrative duties.
e. Maintain continuous communication with the Caltrans' RE, OCTA Project Manager, and Caltrans District Construction Administration.
f. Ability to use typical computer programs such as Microsoft Word, Excel, Outlook, Scheduling software, and Expedition or equivalent.

Under direction of the Caltrans Senior RE, the office engineer will assume the following functional responsibilities:

a. Perform quality calculations for progress pay estimates and keep for project records.
b. Draft Change Orders and process for approval.
c. Maintain continuous communications with the Caltrans' Senior RE, OCTA Project Manager, construction administration staff, and the District Construction office.

3.8-7 Scheduling Support Specialist

Construction scheduling support CONSULTANT shall be knowledgeable and experienced in the following:

a) Using Primavera Project Management Software (P6/P7), Primavera Project Planner (P3), SureTrack, Microsoft Project and Microsoft Office (Word, Excel, Powerpoint etc.) software.
b) Generating, reviewing, and analyzing Critical Path Method (CPM) schedules with respect to time, resource, and cost. The CONSULTANT shall possess the experience and skills to track Contractor's submittals and CALTRANS submittals reviews, and in conjunction with schedule analysis, determine credits to State-owned Float activity for time saved on the critical path for early review of submittals. The CONSULTANT shall also possess the experience and skills to determine other savings to the critical path due to actions by CALTRANS.
c) Monitoring and analyzing Contractor's performance of the work with respect to time, resource, and cost. Generating project correspondence, daily diaries, monthly contract item payments related to scheduling work, Weekly Statement of Working Days, reports, plots exhibits, other presentation materials and other items related to scheduling.

d) Generating, reviewing and analyzing reports with respect to time, resource and cost.
e) Generating, reviewing, and analyzing Time Impact Analyses.
f) Providing specialized expertise for the support of review and analysis of potential claims.
g) Negotiating issues related to construction scheduling.
h) Conducting constructability reviews.
i) Making presentations as needed. Providing training in areas related to scheduling.
j) General construction process and terminology.
k) Working knowledge of CALTRANS plans, specifications, and manuals (Standard Plans, Standard Specifications, Construction Manual etc.)
l) Construction scheduling support CONSULTANT shall possess excellent oral and written communications skills.
m) Minimum of 4 years' experience performing construction scheduling for highway, or major public works projects, performing related duties as described above.

3.8-8 Claims Support

The construction claims support CONSULTANT shall be knowledgeable and experienced in the following:

a) Using Primavera Project Management Software (P6/P7), Primavera Project Planner (P3), Suretrack, Microsoft Project, and Microsoft Office (Word, Excel, PowerPoint etc.) software.
b) Generating and analyzing Critical Path Method (CPM) schedules with respect to time, resource, and cost. The CONSULTANT shall possess the experience and skills to conduct detailed schedule analysis.
c) Have at least 5 years' experience with Claims analysis, responding to potential claims, preparing claims reports and presenting to the Dispute Review Boards or District Claims Board.
d) Analyzing Time Impact Analyses.

3.9 Inspection and Safety

In addition to the requirements specified elsewhere in this contract, the following also shall apply.

3.9-1 CONSULTANT shall conform to the safety provisions of the Caltrans Construction and Survey Manuals.

3.9-2 CONSULTANT's personnel shall wear white hard hats, safety orange vests and rubber-soled shoes at all times while working in the field.

3.9-3 CONSULTANT shall provide appropriate safety training for all CONSULTANT's personnel required to work on and near highways.

3.9-4 All safety equipment shall be provided by the CONSULTANT.

3.10 Field Material Testing

SOILS AND MATERIALS TESTING SERVICES

3.10-1 Materials sampling and testing shall be in accordance with the Project plans, technical specifications, standard specifications, and other applicable standards and procedures.

3.10-2 The contractor for the Project shall be responsible to provide Quality Assurance/Quality Control Soils and Materials Testing Services. CONSULTANT shall provide a certified laboratory to perform soils and materials testing services on an as needed basis in order to validate construction contractor test results.

3.10-3 The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 30 miles from the field office for the project.

3.10-4 Testing shall be performed in accordance with the California Test Methods and shall meet the latest requirement of ASTM.

3.10-5 Testing machines must be calibrated annually or more frequently by impartial means using devices of accuracy traceable to the National Bureau of Standards.

3.10-6 The laboratory shall participate in the AASHTO Materials Reference Laboratory (AMRL) or Cement or Concrete Reference Laboratory (CCRL) inspection programs as appropriate. Copies of applications, correspondence, reports, and corrective actions shall be provided to OCTA if requested.

3.10-7 The laboratory shall have a quality control plan and a quality assurance plan in effect during the entire time work is being performed under the contract. The plan shall include quality control, quality assurance, and equipment calibration programs for the laboratory.

3.10-8 The laboratory shall maintain an inventory of the testing equipment (listing the manufacturer, model serial number, calibration, and tolerances).

3.10-9 The laboratory shall maintain a laboratory procedure manual describing the methods used for recording, processing, and reporting data, the sources of references material, standards, and test methods.

3.10-10 CONSULTANT and the laboratory shall be responsible for all soils and materials testing performed for the project include source testing if required.

END OF SCOPE OF WORK

EXHIBIT B: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. C-5-4158

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

_____

THIS AGREEMENT is effective as of this _____ day of _____, 20__ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONSULTANT to Construction Management Support Services for State Route 91 Improvement Project between La Palma Avenue and State Route 55; and

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

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

WHEREAS, CONSULTANT wishes to perform these services; and

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

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names	Functions

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

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

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon the effective date of this Agreement, and shall continue in full force and effect through _____, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

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

B. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AUTHORITY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY'S satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full shall constitute AUTHORITY's final acceptance of CONSULTANT'S work.

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

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

1. Agreement No. C-5-4158;
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount); and retention;
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The

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

9. Any other information as agreed or requested by AUTHORITY to substantiate the validity of an invoice including a current payroll register and or an offer of employment for personnel performing work under the classifications which are subject to pay ranges as listed in Exhibit B, "Schedule I- Hourly Range Schedule for Direct Labor by Classification" in order to receive reimbursement for hours worked. Reimbursement for labor hours incurred by personnel designated by a classification, shall be made after AUTHORITY's review of the actual personnel's pay register, and verification that the actual pay falls within the specified range for that classification. If an actual pay rate exceeds the maximum of the range, CONSULTANT will be reimbursed at the maximum of the range. At its sole discretion, AUTHORITY may decline to make full payment until such time as CONSULTANT has documented to AUTHORITY'S satisfaction, that CONSULTANT has fully completed all work required. AUTHORITY's payment in full for any work completed shall not constitute AUTHORITY's final acceptance of CONSULTANT'S work.

a) CONSULTANT agrees that billing for personnel under the Exhibit B "Schedule I- Hourly Range Schedule for Direct Labor by Classification" is to be used on a temporary basis, limited to a maximum period of six (6) continuous months for each personnel working under the "Hourly Range Schedule for Direct Labor by Classification". Personnel working or proposed to work on a continuous basis for a period of more than six (6) continuous months are not considered temporary and must be added as named personnel with a specific hourly billing rate.

b) CONSULTANT agrees that all personnel billing under all these labor schedules in

Exhibit B, are subject to the annual escalation rate allowable under this Agreement. This is a maximum escalation rate that AUTHORITY will reimburse CONSULTANT for named personnel and classifications.

c) CONSULTANT agrees that personnel proposed to work and bill under any of the labor schedules in Exhibit B must be approved in writing by the AUTHORITY's Project Manager prior to start of work.

E. For classifications added to the Exhibit B, "Schedule I-Hourly Range Schedule for Direct Labor by Classification" through Amendments, raw billing ranges must be based on current year's actual salaries, and the corresponding fully burdened ranges must be provided by CONSULTANT.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

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To CONSULTANT:	To AUTHORITY:
	Orange County Transportation Authority
	550 South Main Street
	P.O. Box 14184
,	Orange, CA 92863-1584
ATTENTION: Name	ATTENTION: Sonja Gettel
Title: Title	Title: Senior Contract Administrator
Phone:	Phone: (714) 560-5562
Email:	Email: sgettel@octa.net
	cc: Jeannie Lee, P.E.
	Title: Senior Project Manager
	Phone: (714) 560-5735

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

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ARTICLE 9. INSURANCE

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

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, Advertising (if applicable to Scope of Work) and Personal Injury Liability, and Property Damage with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate and $2,000,000 Products/Completed Operations aggregate;

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

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

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

5. Professional Liability with minimum limits of $1,000,000 shall be maintained by the CONSULTANT and any subconsultants providing professional services that require licensure or certification under California law or this Agreement, including but not limited to engineering, inspection, scheduling, and claims support.

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

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

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

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

E. CONSULTANT shall include on the face of the certificate of insurance, the following information:

1. The Agreement Number C-5-4158 and, the Contract Administrator's Name, Sonja Gettel.

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

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 5-4158; (3) CONSULTANT's technical proposal dated _____, CONSULTANT's cost proposal dated _____, and (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make changes in the general scope of this Agreement, including, but not limited to, the services furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement or in the time required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for

adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed by AUTHORITY.

ARTICLE 12. DISPUTES

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

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

ARTICLE 13. TERMINATION

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

B. In the event either Party defaults in the performance of any of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon

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

ARTICLE 14. INDEMNIFICATION

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

B. Notwithstanding the foregoing, to the extent that CONSULTANT'S duty to indemnify arises out of a claim to which Civil Code section 2782.8 would apply, CONSULTANT shall indemnify and defend the Indemnitees to the maximum extent permitted by Civil Code section 2782.8.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment by CONSULTANT.

Subcontractor Name/Address	**Subcontractor Function**
1.	
2.	

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

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

ARTICLE 17. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or

national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 19. PROHIBITED INTERESTS

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

ARTICLE 20. OWNERSHIP OF REPORTS AND DOCUMENTS

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

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

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

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

ARTICLE 21. PATENT AND COPYRIGHT INFRINGEMENT

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

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

ARTICLE 22. DESIGN WITHIN FUNDING LIMITATIONS

A. In order to ensure the accuracy of the construction budget for the benefit of the public works bidders and AUTHORITY’s budget process, CONSULTANT shall accomplish the design services

required under this Agreement so as to permit the award of a contract, for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth by AUTHORITY. When bids or proposals for the construction contract are received that exceed the estimated price, CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price for which the services were specified. However, CONSULTANT shall not be required to perform such additional services at no cost to AUTHORITY if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

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

ARTICLE 23. REQUIREMENTS FOR REGISTRATION OF DESIGNERS

All design and engineering work furnished by CONSULTANT shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the work in accordance with the contract documents and who shall assume professional responsibility for the accuracy and completeness of the design documents and construction documents prepared or checked by them.

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ARTICLE 24. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 25. GENERAL WAGE RATES

A. CONSULTANT warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by CONSULTANT or subcontractor at any tier for any work hereunder, shall be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment, computed at a wage rate and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing

at Section 1770 et. seq.), or as established by the Secretary of Labor (as set forth in Davis-Bacon Act, 40 U.S.C. 267a, et. seq.), regardless of any contractual relationship which may be alleged to exist between CONSULTANT or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONSULTANT upon request. CONSULTANT shall post a copy thereof at each job site at which work hereunder is performed.

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

ARTICLE 26. CONTRACTOR PURCHASED EQUIPMENT

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

B. CONSULTANT shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

C. At the expiration or termination of this Agreement, CONSULTANT may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined,

at CONSULTANT's expense, on the basis of an independent appraisal. CONSULTANT may sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by AUTHORITY's project manager.

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

ARTICLE 27. CONFLICT OF INTEREST

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

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

ARTICLE 28. CODE OF CONDUCT

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

ARTICLE 29. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONSULTANT and all subconsultants performing work under this Agreement, shall be

prohibited from concurrently representing or lobbying for any other party competing for a contract with AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 30. HEALTH AND SAFETY REQUIREMENTS

CONSULTANT shall comply with all the requirements set forth in Exhibit D, Level 1 Safety Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

ARTICLE 31. LIMITATION ON GOVERNMENTAL DECISIONS

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

ARTICLE 32. PROHIBITION

The prime consultant firm, including all subconsultants (at any tier) awarded this contract to perform construction management support services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55 will be ineligible to participate (at any tier) in the contract for construction services for the State Route 91 Improvement Project between La Palma Avenue and State Route 55.

ARTICLE 33. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,

plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-5-4158 to be executed as of the date of the last signature below.

CONSULTANT

By: _____
Name
Title

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

By: _____
James G. Beil, P.E.
Executive Director, Capital Programs

EXHIBIT C: FORMS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than $500 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than $500 from you during this period.

B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.

C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than $500 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.

D. If you or your agent have in the aggregate contributed more than $500 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.

2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”

3. To determine whether a campaign contribution of more than $500 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.

4. A list of the members and alternates of the Board of Directors is attached.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ 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

Doug Chaffee, Chair

Jamey M. Federico, Vice Chair

Valerie Amezcua, Director

Katrina Foley, Director

William Go, Director

Patrick Harper, Director

Michael Hennessey, Director

Fred Jung, Director

Stephanie Klopfenstein, Director

Carlos A. Leon, Director

Janet Nguyen, Director

Tam T. Nguyen, Director

Vicente Sarmiento, Director

John Stephens, Director

Kathy Tavoularis, Director

Mark Tettemer, Director

Donald P. Wagner, Director

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name _____ Signature _____

Title _____ Date _____

Revised. 03/16/2018

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

_____
_____
_____
_____
_____
_____
_____
_____

Rationale for Requesting Deviation or Exception:

_____
_____
_____
_____
_____
_____

Area Below Reserved for Authority Use Only:

_____
_____

EXHIBIT D: SAFETY SPECIFICATION

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.

B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

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

D. SUBSTANCE ABUSE PREVENTION PROGRAM

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

E. HAZARD COMMUNICATION PROGRAM

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

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

F. STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

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

2. 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.

3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.

4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required 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.

5. 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.

6. 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.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.

2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. 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.

4. 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.

5. The Contractor shall instruct all its employees, and all associated sub-contractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.

6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 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.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

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

1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);

2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;

3. Incidents impacting the environment, i.e. spills or releases on Authority 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 public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.

2. Serious Incident: includes but not limited to property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

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

1.4 PERSONAL PROTECTIVE EQUIPMENT

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.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

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

END OF SECTION

July 14, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Invitation for Bids for Construction of the Inland Slope Rehabilitation – Phase II Project

Overview

The Orange County Transportation Authority has completed the plans, specifications, and estimates for a slope rehabilitation project to repair erosion damage to various areas within the Orange County Transportation Authority-owned right-of-way. Planned work will include regrading slopes, placing shotcrete, and improving trackside drainage and culverts. Board of Directors approval is requested to release the invitation for bids.

Recommendation

Approve the release of Invitation for Bids 4-2666 for the construction of the Inland Slope Rehabilitation – Phase II project.

Discussion

The Orange County Transportation Authority (OCTA) owns the Orange Subdivision railroad right-of-way (ROW), which extends from the Fullerton Junction to the San Diego County Line. This corridor is a critical segment of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor, which supports both intercity and commuter passenger rail, as well as freight service. Recognized for its strategic importance at both the state and national levels, the LOSSAN Rail Corridor is also designated as a national defense connector line under the U.S. Department of Defense's Strategic Rail Corridor Network.

OCTA, in coordination with the Southern California Regional Rail Authority (Metrolink), proposes the rehabilitation of inland slopes and drainage improvements adjacent to the existing main tracks between milepost (MP) 187.3 and MP 193.0 (Project). Field investigations identified six sites currently affected by erosion and stormwater runoff, that require repair, stabilization, and drainage enhancements to prevent potential impacts to rail operations. These sites are

located in the cities of Laguna Niguel, Lake Forest, and Mission Viejo, and contain nearly vertical embankments that range in length from approximately 200 to 700 linear feet. The project location and limits are shown in Attachment A. Preliminary engineering was completed in October 2023, and environmental documentation was prepared and approved in April 2025 in compliance with the California Environmental Quality Act. The project design is now complete and ready to proceed to construction.

Procurement Approach

OCTA's procurement policies and procedures require that the OCTA Board of Directors (Board) approve all invitation for bids (IFB) over $1,000,000. Staff is requesting approval from the Board to release IFB 4-2666 for the construction of the Inland Slope Rehabilitation – Phase II project. (Attachment B).

The IFB will be released upon Board approval. The budget for this Project is $5,000,000. The award will be made to the lowest responsive and responsible bidder in accordance with the state law.

Fiscal Impact

Funding for this Project is included in OCTA's Fiscal Year 2025-26 Budget, Capital Programs Division, Account No. 0018-9084-C5054-TYR and is funded by state grant SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program – formulaic and local funds.

Summary

Board of Directors' approval is requested to release Invitation for Bids 4-2666 for construction of the Inland Slope Rehabilitation – Phase II project.

Attachments

A. Project Location Map
B. Draft Invitation for Bids (IFB) 4-2666, Construction of the Inland Slope Rehabilitation – Phase II

Prepared by:

Jason Lee
Program Manager
(714) 560-5833

Approved by:

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

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

ATTACHMENT A

Project Location Map



ATTACHMENT B

DRAFT INVITATION FOR BIDS (IFB) 4-2666
BOOK 1 OF 2

CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II



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

Key IFB Dates

Issue Date:	**July 14, 2025**
Pre-Bid Conference:	**July 31, 2025**
Questions/Approved Equal Submittal:	**August 4, 2025**
Bid Submittal Date:	**August 18, 2025**

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BID BOOKLET 118

July 14, 2025

SUBJECT: NOTICE INVITING SEALED BIDS
IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"

TO: ALL BIDDERS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites sealed bids for CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II. This Slope rehabilitation project to repair erosion damage to various areas within the Orange County Transportation Authority's owned right of way. Planned work will include regrading slopes, placing shotcrete, and improving trackside drainage and culverts.

The estimated construction cost for this project is $5,000,000.00. Bidders will be required to hold a valid State of California A – General Engineering and B –General Building license.

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

Bids must be submitted at or before 11:00 a.m., August 18, 2025.

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

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

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

Orange County Transportation Authority
Contracts Administration and Materials Management
550 South Main Street
P.O. Box 14184
Orange, California 92863-1584
Attention: Gustavo Valle, Senior Contract Administrator

Bids and amendments to bids received after the date and time specified above will be returned to the bidders unopened.

Bidders interested in obtaining a copy of this Invitation for Bids (IFB) may do so by downloading the IFB from CAMM NET the Authority's on-line website at https://cammnet.octa.net.

All bidders and subcontractors 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 IFB, bidders and sub-contractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:	Commodity:
Facility; Equipment, Supplies Construction	Concrete & Cement Concrete Construction (General) Earthwork / Paving General Contractor Masonry Road / Highway building materials Right of Way Services
Professional Consulting	Construction Consulting
Rail Services	Rail - Right of Way Maintenance

An on-site/in-person pre-bid conference will be held on July 31, 2025, at 10:30 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 09.

Participation via teleconference will also be available. Prospective bidders may join or call-in using the following credentials:

Join the meeting now
OR Call-in Number: +1 916-550-9867
Conference ID: 565 712 149#

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

There will be no job walk for this project, as the space is open to the public.

All prospective bidders are encouraged to attend the pre-bid conference.

Bidders will be required to submit the name, business address, and California contractor license number of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (1/2 of 1 %) of the bidder's total bid. If a subcontractor's California contractor license number is submitted incorrectly, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to the Authority within 24 hours after the bid opening.

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

The successful Bidder will be required to comply with all applicable equal opportunity laws and regulations.

All bidders must register with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. A bidder is exempt from this requirement pursuant to Labor Code Section 1771.1(a) if the bidder submits a bid authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the bidder is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A bid submitted by a contractor or subcontractor will not be accepted or entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

Award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the agreement including the project specification.

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I. INSTRUCTIONS TO BIDDERS

A. PRE-BID CONFERENCE

An on-site/in-person pre-bid conference will be held on July 31, 2025, at 10:30 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 09.

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Conference ID: 565 712 149#

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

There will be no job walk for this project, as the space is open to the public.

B. EXAMINATION OF DOCUMENTS

By submitting a bid, the bidder represents that it has thoroughly examined and become familiar with the work required under this IFB and that it is capable of performing quality work to achieve the authority's objective.

A Bid Booklet has been furnished as Book 2 of this IFB.

C. ADDENDA

The Authority reserves the right to revise the IFB documents. Such, if any, will be made by written addendum to this IFB. Any written addenda issued pertaining to this IFB 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 IFB as the result of oral instructions. Bidders shall acknowledge receipt of Addenda in their bids. Failure to acknowledge receipt of Addenda may cause the bid to be deemed non-responsive to this IFB and be rejected.

D. AUTHORITY CONTACT

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

Gustavo Valle, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5670, Fax: 888.404.6282
Email: gvalle@octa.net

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

E. CLARIFICATIONS OF SPECIFICATIONS AND APPROVED EQUALS

1. Specifications Review

Should a bidder find discrepancies in, or omissions from, the drawings or specifications, or be in doubt as to their meaning, the bidder shall notify the Authority in writing in accordance with item 3 ("Submitting Requests"), below. Should it be found that the point in question is not clearly and fully set forth; a written addendum clarifying the matter will be sent to all firms registered on CAMM NET under the commodity codes specified in the IFB.

2. Preference for Materials

In accordance with the California Public Contract Code Section 3400, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall not be construed as limiting competition. In those cases where the specifications call for a designated material, product, or service by specific brand or trade name and there is only one brand or trade name listed, the item involves a unique or novel product application required to be used in the public interest or is the only brand or trade name known to the Authority.

Where the specifications or drawings identify any material, product or service by one or more brand names, whether or not "or equal" is added, and the bidder wishes to propose the use of another item as being equal, approval shall be requested as set forth in below.

3. Submitting Requests

a. All requests for approved equals, clarification of specifications, or questions must be put in writing and must be received by the Authority no later than 5:00 p.m., on August 4, 2025.

b. Requests for approved equals, clarifications, questions must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.

c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

1. U.S. Mail: Orange County Transportation Authority, P.O. Box 14184, Orange, California 92863-1584.

2. Courier/Overnight: Orange County Transportation Authority, 600 South Main Street, Lobby Receptionist, Orange, California 92868

3. Facsimile: (888) 404-6282.

4. E-Mail: gvalle@octa.net

d. Any request for an approved equal or clarification of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the bidder, who shall furnish all necessary information at no cost to the Authority. The Authority shall be the sole judge as to the equality, substitutability and compatibility of the proposed alternatives or equals.

4. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than five (5) calendar days before the scheduled date of bid opening. Bidders may download responses from CAMM NET at *https://cammnet.octa.net*, or request responses may be sent via U.S. Mail by e-mailing or faxing the request to Gustavo Valle, Senior Contract Administrator.

To receive e-mail notification of Authority responses when they are posted on CAMM NET, bidders and their subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor’s on-line registration profile:

Category:	Commodity:
Facility; Equipment, Supplies Construction	Concrete & Cement Concrete Construction (General) Earthwork / Paving General Contractor Masonry Road / Highway building materials Right of Way Services
Professional Consulting	Construction Consulting
Rail Services	Rail - Right of Way Maintenance

Inquiries received after 5:00 p.m. on August 4, 2025, will not be responded to.

F. SUBMISSION OF BIDS

1. Date and Time

Bids must be submitted at or before 11:00 a.m., August 18, 2025.

Bids received after the time due will be rejected without consideration or evaluation.

Bids will be publicly opened in the Authority's Administration Office, 600 South Main Street, Orange, California 92863 Conference Room 101 at the submission time indicated above. Participation via teleconference will also be available. Bidders may join or call-in using the following credentials:

Join the meeting now
OR Call-in Number: +1 916-550-9867
Conference ID: 565 712 149#

2. Address

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

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

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

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

3. Bid Booklet and Identification of Bids

Bids must be submitted on the forms provided in the Bid Booklet (Book 2 of 2) that accompanies this IFB. Bids shall include properly completed bidding forms. The bid forms must be enclosed in a sealed package clearly marked as follows:

IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"

Bidder shall be entirely responsible for any consequences, including disqualification of the bid, resulting from any inadvertent opening of unsealed or improperly identified packages. It is the bidder's sole responsibility to see that its bid is received as required.

G. PRE-CONTRACTUAL EXPENSES

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

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

1. Preparing a bid in response to this IFB;
2. Submitting that bid to the Authority;
3. Negotiating with the Authority any matter related to this bid; and
4. Any other expenses incurred by bidder prior to date of award, if any, of the Agreement.

H. JOINT BIDS

Where two or more firms desire to submit a single bid in response to this IFB, 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

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

J. BID SECURITY FORMS

Bids shall be accompanied by a certified or cashier's check, or an acceptable bid bond for an amount not less than ten percent (10%) of the bid, made payable to the order of the Orange County Transportation Authority. A corporate surety (not an individual surety), registered in the state of California and registered to do business in the county of Orange must issue bid bonds. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the Authority.

K. WITHDRAWAL OF BIDS

Bidders may withdraw its bid at any time prior to the time set for opening of bids by means of written request signed by the bidder or its proper authorized representative. Such written request shall be delivered to the Contracts Administrator at the address noted in the cover notice of this IFB.

L. PREVAILING WAGES

This project is funded under a financial assistance contract by the U.S. Department of Transportation and is subject to all conditions of the Davis-Bacon Act (40 U.S.C. 3141–48), as supplemented by the Department of Labor regulations 29 CFR part 5, and the Labor Code of the State of California commencing in Section 1770 et. seq. It is required that all mechanics and laborers employed or working at the site be paid not less than the current basic hourly rates of pay and fringe benefits. Wage schedules are available at the Authority's Offices or on the internet at:

http://www.dir.ca.gov/OPRL/statistics_research.html and
http://www.access.gpo.gov/davisbacon/.

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids. In the event there are any differences between the minimum wage rates as determined by the United States Secretary of Labor and those determined by the State of California, the highest rate must be paid.

This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at

https://www.dir.ca.gov/Public-Works/Contractors.html. Bidder is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. A contractor or subcontractor will be exempt from this requirement pursuant to Labor Code Section 1771.1(a) if it submits a bid authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

A contractor or subcontractor will not be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

A bid submitted by a contractor or subcontractor will not be accepted or entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code Section 1725.5.

M. SUBCONTRACTORS AND ASSIGNMENTS

The successful bidder shall perform work equivalent to **at least ten percent (10%) of the total amount of the construction work** at the site; and, perform the work on the site with its own staff.

Pursuant to the provisions of the California Public Contract Code Section 4104, every bidder shall in the bid set forth:

1. The name, business address, and California contractor license number of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (1/2 of 1 %) of the bidder's total bid; and

2. The portion of the work that will be done by each subcontractor. The bidder shall list only one subcontractor for each portion of work as defined by the bidder in its bid.

3. The dollar amount of the work which will be done by each such subcontractor.

Bidder shall complete Exhibit D "List of Subcontractors" with the above requested information.

If a subcontractor's California contractor license number is submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the

bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to the Authority within 24 hours after the bid opening.

If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1 %) of the bidder's total bid, or if the bidder specifies more than one (1) subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent (1/2 of 1 %) of the bidder's total bid, the bidder agrees to perform that portion. **The successful bidder shall not, without the express written consent of the Authority, either:**

1. Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designed in the original bid; or

2. Permit any subcontract to be assigned or transferred; or

3. Allow it to be performed by anyone other than the original subcontractor listed in the bid.

Each Bidder shall set forth in its bid the name and location of the place of business address of each subcontractor who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

Bidder shall not assign any interest it may have in any Agreement with the Authority, nor shall bidder assign any portion of the work under any such Agreement with a value in excess of one-half of one percent (1/2 of 1%) of Agreement price to be sub-contracted to any one other than these subcontractors listed in Exhibit D in the "List of Subcontractors," except by prior written consent of Authority. Authority's consent to any assignment shall not be deemed to relieve bidder of its obligations to fully comply with its obligations under its Agreement with the Authority. Bidder with its own forces shall perform minimum of ten percent (10%) calculated as a percentage of the total cost of the project under this Agreement. Bidder shall also include in its subcontract agreements the provisions of its Agreement with Authority including the stipulation that each subcontractor shall maintain adequate insurance coverage compatible to the insurance coverage required of the bidder.

N. BIDDER'S LICENSING REQUIREMENTS

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of a bid without a license, the bidder shall provide as part of the bid a valid State of California license number, class or type and date of expiration.

Furthermore, the bidder shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The bidder shall also certify that all information provided and representations made in the bid are true and correct, and made under penalty of perjury. Bidders shall provide this information on Exhibit D,

"List of Subcontractors" presented in the IFB. Failure to provide the information on the certification form or elsewhere as part of the bid shall render the bidder nonresponsive to this solicitation and will result in the rejection of the bid.

O. PERMITS AND INSPECTION COSTS

Successful bidder shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

P. LIQUIDATED DAMAGES

In the event bidder, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the bidder will be required to pay the Authority the amount of **$3,500.00 per calendar day** of delay as agreed to liquidated damages.

Q. 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 protest filed by a bidder in connection with this IFB must be submitted in accordance with the Authority's written procedures.

R. CONTRACT AWARD

Any contract awarded as a result of this IFB, will be awarded to the lowest responsive and responsible bidder and shall be on a lump sum basis, in accordance with the requirements of this IFB. The contract to be awarded is the Agreement presented in Section VI of this IFB.

The contract to be awarded is the Agreement presented in Section VI of this IFB.

S. EXECUTION OF CONTRACT

The successful bidder shall submit to the Authority the required contract bonds, "Guaranty" and acceptable insurance certificates within ten (10) calendar days after notification of contract award from the Authority. Failure to sign the contract and submit applicable bonds, "Guaranty", and acceptable insurance certificates within the specified time shall be cause to cancel the award and the forfeiture of the Bid Bond. Transfers of contract, or of interest in contracts, are prohibited.

T. AUTHORITY'S RIGHTS

1. The Authority reserves the right to accept or reject any and all bids, or any item

or part thereof, or to waive any informalities or irregularities in bids.

2. The Authority reserves the right to withdraw or cancel this IFB at any time without prior notice. The Authority makes no representations that any contract will be awarded to any bidder responding to this IFB.

3. The Authority reserves the right to issue a new IFB for the project.

4. The Authority reserves the right to postpone the bid opening for its own convenience.

5. Each bid will be received with the understanding that acceptance by the Authority of the bid to provide the goods and services described herein shall constitute a contract between the bidder and Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

6. The Authority reserves the right to investigate the qualifications of any bidder, and/or require additional evidence of qualifications to perform the work.

7. Submitted IFBs are not to be copyrighted.

U. PUBLIC RECORDS AND INFORMATION

Bids received by Authority are considered public information and will be made available to the public if requested to do so.

V. CONFLICT OF INTEREST

All bidders responding to this IFB 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, a bidder is unable, or potentially unable to render impartial assistance or advice to the Authority; a bidder's objectivity in performing the work identified in the Project Specifications is or might be otherwise impaired; or a bidder has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the bidder's bid.

W. CODE OF CONDUCT

Bidders 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. Bidders agree to include these requirements in all of its subcontracts.

X. SAFETY

The complete safety requirements for this IFB are included in Section IV: Agreement Exhibit H. The Contractor will be required to demonstrate compliance with all requirements of the Safety Specifications after Notice to Proceed but prior

to mobilization. These requirements include, but are not limited to, an onsite Health Safety and Environmental (HSE) representative to be present at all times during construction. The representative must have a current Board of Certified Safety Professionals (BCSP) certification and a minimum of five years of experience enforcing HSE compliance. BCSP certification requirements may be found at: https://www.bcsp.org/Safety-Certifications .

SECTION II: INSTRUCTIONS TO BIDDING FORMS

SECTION II. INSTRUCTIONS TO BIDDING FORMS

The Bidder shall complete all the forms identified below, and contained in the Bid Booklet Book 2 of this IFB. The bid may not contain exceptions to or deviations from the requirements of this IFB.

A. BID FORM

The bidder must complete the Bid Form which must be submitted in its entirety. Failure to submit the Bid Form in its entirety will result in the bid being non-responsive. In addition to providing the lump sum bid, the bidder affirms the Bid Form statements.

B. BID SECURITY FORM - BID BOND

The bidder shall include the Bid Security Form and include the appropriate bid bond or cashier check with the bid.

C. INFORMATION REQUIRED OF BIDDER

Bidder must provide all the information requested in this form.

D. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (NO FORM REQUIRED)

The bidder shall include the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity provides notice to Bidder regarding the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications".

E. BIDDER'S CERTIFICATE OF COMPLIANCE - WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, bidder shall execute the bidder's Certificate of Compliance Regarding Workers' Compensation Insurance.

F. BIDDER'S CERTIFICATE OF COMPLIANCE - BUSINESS AND PROFESSIONS CODE SECTION 7028

Bidder shall execute the Bidder's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15.

G. LIST OF SUBCONTRACTORS FORM

Bidder shall complete Exhibit D, which lists all subcontractors performing work in excess of one-half of one percent (½ of 1%) of the bid amount per the instructions

set forth in Section I "Instructions to Bidders".

H. STATUS OF PAST AND PRESENT CONTRACTS FORM

Bidder is required to complete and sign the form entitled “Status of Past and Present Contracts” provided in this IFB and submit as part of the bid. Bidder 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. 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.

A separate form must be completed for each identified contract. Each form must be signed by the Bidder confirming that the information provided is true and accurate. Bidder is required to submit one copy of the completed form(s) as part of its bid.

I. CERTIFICATION OF NON-COLLUSION

This form requires the Bidder to certify that the bid is not collusive or a sham. This form is to be signed, dated and is part of the bid package in Book 2 of 2.

J. IRAN CONTRACTING ACT CERTIFICATION

This form requires the Bidder to certify that the Bidder is not engaged in specified investment activities in the energy sector of Iran. (Required if the bid is equal to or greater than $1,000,000).

OCTA

BID FORM

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **IFB 4-2666**, **"CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**, and to do everything required therein; and further proposes that, if this bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

Item	Description/Bid Allowance	Lump Sum Price
1	Base Work	$_____
2	Allowance – Metrolink Flagging & Training	$300,000.00
3	Allowance – Contaminated Soils	$50,000.00
	Total Lump Sum Bid Amount	$_____

A cashier's check/certified check/bid bond (circle applicable term) properly made payable to Orange County Transportation Authority, hereinafter designated as the Owner, for the sum of _____ Dollars ($ _____) which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty" and "Certificate of Insurance", if awarded the contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to the Authority; or (b) surety's liability to the Authority for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:

BID FORM, PAGE 2

1. Bidder has thoroughly examined and become familiar with the work required and documents included under this IFB. The bidder understands that the award of the contract, if it is awarded, will be based on the lowest total bid submitted by a responsive and responsible bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.

2. By investigation at the site of the work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids (IFB) and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this bid. Bidder further asserts that it is capable of performing quality work to meet Authority's requirements.

4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, Guaranty and proof of insurance coverage within ten (10) calendar days after notice of acceptance of bid by the Authority; and further, that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw its bid within said period, the bidder shall be liable under the provisions of the Bid Security, or the bidder and the surety shall be liable under the Bid Bond, as the case may be.

5. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance."

7. Bidder hereby further certifies that each, and every representation made in this bid are true and correct and made under penalty of perjury.

BID FORM, PAGE 3

8. Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of bidder related to bidder's performance of such contract.

9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of the Orange County Transportation Authority. The undersigned has not agreed to pay a fee contingent upon the award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of the Orange County Transportation Authority. No member of or delegate to the Congress of the United States shall be admitted to any share of the contract or to any benefit arising therefrom.

10. If awarded a contract resulting from this bid, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11. Bid will be in effect for 120 calendar days after the bid closing date.

BID FORM, PAGE 4

Now: In compliance with the **Invitation For Bids 4-2666**, **"CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated _____ , 202_ Bidder _____

The above bid includes Signature _____

Addenda Nos. _____ Name _____

Title _____

Bidder's Authorized Representative _____

Title _____

Telephone # _____

Fax # _____

Email Address _____

Bidders post office address _____

_____

_____

Corporation organized under the laws of the State of _____

Contractor's License No. _____

Expiration Date of License _____

Surety or sureties _____

_____

(CORPORATE SEAL)

BID SECURITY FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as principal and Bidder and _____ as Surety, are held and firmly bound unto the Orange County Transportation Authority, of State of California, hereinafter referred to as "Authority," in the sum of _____ Dollars ($_____), to be paid to the Authority, its successors, and assigns; for which payment, well and truly to be made, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named bounden principal _____ _____ for_____ at the Orange County Transportation Authority's _____ as specifically set forth in documents entitled **IFB 4-2666**, **"CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**, shall not be withdrawn within a period of 120 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Bidder), and that if said bid is accepted by the Authority through action of its legally constituted contracting authorities and if the above bounden_____ its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Guaranty," and proof of insurance coverage within ten (10) calendar days after notification of contract award from the Authority, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 202_.

_____
_____

NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Authority are not in any way reduced by use of the security company's printed standard form.

BID SECURITY FORM
CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a Certified or Cashiers check (circle the appropriate one) payable to the order of Orange County Transportation Authority, hereinafter referred to As "Authority" for_____ dollars ($_____), this amount being ten percent (10%) of the total amount of the Bid submitted in response to **IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**. The proceeds of this check shall become the property of Authority provided this bid shall be accepted by Authority through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Guaranty Form, Performance and Payment Bonds and proof of insurance coverage within ten (10) calendar days after date of notification of contract award from the Authority. The proceeds of this check shall also become the property of the Authority if the undersigned bidder withdraws the bid within the period of 120 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder. Otherwise, the check shall be returned to the undersigned.

Bidder: _____

Signature: _____

Date: _____

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone ( )_____ Fax ( )_____E-Mail_____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: Class_____Years of Experience:_____
7. Expiration Date of License: _____
8. Is your firm a certified small business in California? Yes____ No____
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

_____

_____

INFORMATION REQUIRED OF BIDDER, PAGE 2

10. Please list the following: a) All prior and current license numbers that the current owner(s) or officers possess or have possessed in the last five years and the current status of those license; b) any prior company names that the owner(s) had in operation during the previous five years.

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

Note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information may result in your bid being found non-responsive and your bid being rejected.

11. List all construction projects (public and private) for which Bidder has provided general contractor services for the past three years:

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

12. List the name, address and phone number of Superintendent for this project:

_____

13. List all construction projects (public and private) for which Superintendent has provided services as a Superintendent for the past three years.

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Bidder hereby certifies that it:

_____ is a certified Disadvantaged Business Enterprise as defined herein.

_____ is not a Disadvantaged Business Enterprise as defined herein.

NOTE: If requested by the Authority, bidder shall furnish a certified financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition.

I hereby certify the above is true and correct to the best of my belief.

_____
Signature

_____
Name

_____
Title

_____
Company Name

_____
Telephone Number

_____
Fax Number

_____
Email Address

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

   Timetable Goals for Minority Participation for Each Trade (11.9)

   Goals for Female Participation in Each Trade (6.9)

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" includes the County of Orange, California.

BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Name of Bidder/Contractor:_____

Signature: _____

Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

Each, every and all of the representations made by Bidder in the attached bid are true and correct.

Name of Bidder/Contractor: _____

Signed: _____

Title: _____

Subscribed to and sworn before me, a Notary Public in and for the State of California, on _____, 202___.

_____
Notary Public

My commission expires on:

_____, 202_
(NOTARY SEAL)

LIST OF SUBCONTRACTORS (EXHIBIT D)

List only the subcontractors, which will perform work or labor or render services to the bidder in excess of one-half of one percent (1/2 of 1%) of the bidder's total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	DIR Registration No.	Specific Description of Work to be Rendered	Small Business Y/N	Type	Dollar Amount
						$
						$
						$
						$
						$
						$
TOTAL VALUE OF SUBCONTRACTED WORK						$

Bidder's Name _____

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name	Signature
Title	Date

Revised. 03/16/2018

Non-Collusion Affidavit

To the Orange County Transportation Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder:_____

Signature: _____

Date:_____

IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars ($1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of $250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option No. 1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

Option No. 2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars ($1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

Option No. 3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars ($1,000,000) or more. If the contract is not for goods or services of one million dollars ($1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars ($1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

SECTION III: ADDITIONAL CONTRACTUAL EXHIBITS

SECTION III. ADDITIONAL CONTRACTUAL EXHIBITS

The following Exhibits will be attached to and incorporated into the signed Agreement resulting from this IFB.

A. PERFORMANCE BOND

The successful bidder shall furnish at its own expense a Performance Bond (Exhibit E) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Contractor that the terms of the contract, including all warranty provisions, shall be complied with in every particular. The bond shall be in effect during the entire term of the contract and warranty and shall be issued by a corporation surety (not an individual surety) required in the state of California and registered to do business in the county of Orange. The bond shall not be issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

B. PAYMENT BOND

The successful bidder shall furnish a Payment Bond (Exhibit F) satisfactory to the Authority in the amount of one hundred percent (100%) of the full amount of the contract. Such bonds shall be in effect during the entire term of the contract and warranty and shall be issued directly by a corporate surety (not an individual surety) registered in the state of California and registered to do business in the county of Orange. The bond shall not be issued from a corporation surety that requires a funds control, funds disbursement, or funds administration company for the issuance of the performance bond.

The bond shall specifically provide that if the Contractor fails to pay for amounts due under the Employment Insurance Act that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against the Authority, that the surety will undertake the defense of same.

Pursuant to California Civil Code sections 9550 through 9554, in conjunction with the Bond and Undertaking Law (Code of Civil Procedure sections 995.010, et. seq.), Bidders must provide the following information as part of their payment bond; a certificate of Authority from the Orange County Clerks Office indicating that the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed Authority has been granted.

C. GUARANTY

The successful bidder shall also submit to the Authority the executed and notarized Guaranty form (Exhibit G) in this IFB.

All forms must be completed and submitted to the Contract Administrator responsible for this procurement within ten (10) calendar days of award notice by the Authority. Failure to submit the completed and signed forms will result in cancellation of the award.

D. CONTRACT CHANGE ORDER

The Authority's Contract Change Order form (Exhibit I) will be attached to and incorporated into the signed Agreement resulting from this IFB.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority, State of California, in the sum _____
Dollars, ($_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the Orange County Transportation Authority for the **IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II,"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said Agreement on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect; and in the event said Contractor fails to fully perform all requirements in accordance with the terms and conditions of said Agreement, including warranty obligations, then surety shall enforce performance by the Contractor or shall pay the Orange County Transportation Authority for the same in an amount not exceeding the amount specified in this bond; and, further, if in the event suit is brought upon this bond then said surety shall pay the Orange County Transportation Authority for reasonable attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety there under, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such changes or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

_____
(Contractor)

By _____

Approved:

_____
(Title)

_____
(SEAL)

_____
(Surety)

By _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
hereinafter referred to as "Contractor", as principal, and _____
as surety, are held and firmly bound unto the Orange County Transportation Authority, State of California, in the sum _____
Dollars, ($_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with the ORANGE COUNTY TRANSPORTATION AUTHORITY for the **IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II,"** as specified in said Agreement, which is incorporated herein to this bond by reference, and is required under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of said Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then said surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and include all of the provisions of Title 3 of Part 64 of Division 4 of the Civil Code of California relating to Payment Bond for Public Works, including but not confined to, Civil Code Sections 8150 – 8154, inclusive and Sections 9550 - 9566, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished, whether or not made pursuant to the terms of said contract, shall not in any way release either the Contractor or the surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

PAYMENT BOND, PAGE 2

WITNESS our hands this _____ day of _____, 202_.

(SEAL)

_____
(Contractor)

By _____

_____
(Title)

Approved:

_____
(Surety)

_____ By _____
(SEAL)

GUARANTY

The undersigned, as "Contractor," guarantees to the Orange County Transportation Authority that the materials furnished and the completed installation work, and the related work performed by the Contractor pursuant to Agreement No. **C-4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II".**

A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by the Authority, the Contractor warrants to the Authority that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers. Notwithstanding the foregoing, Contractor shall not be liable for any defects of design, material or equipment provided by Authority.

B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.

C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by the Authority.

D. This guaranty shall be in addition to the other guarantees and warranties specified in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which the work is accepted by the Authority, the undersigned agrees to reimburse the Authority, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to the Authority so that said work will function correctly as originally contemplated.

The Authority shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Authority elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Authority. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, the Authority shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

GUARANTY, PAGE 2

Subscribed and sworn to before me

this ___ day of _____, 202_

Seal of Notary

_____
Notary Public

_____
Name

_____
Title

_____
Signature

_____
Date

SECTION IV: AGREEMENT

AGREEMENT NO. C-4-2666

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective this _____ day of _____, 20__ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, AUTHORITY has determined that it requires construction of the inland slope rehabilitation - phase II to repair erosion damage to various areas within the Orange County Transportation Authority's owned right of way; and

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

WHEREAS, CONTRACTOR has represented that it has the requisite personnel, experience, material, and equipment and is otherwise qualified to perform such services; and

WHEREAS, CONTRACTOR wishes to perform these services; and

WHEREAS, the AUTHORITY's Board of Directors authorized this Agreement on _____.

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CONTRACTOR as follows:

ARTICLE 1. COMPLETE AGREEMENT

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

B. AUTHORITY's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance by CONTRACTOR or to future performance of such terms or conditions and CONTRACTOR's obligation in respect thereto shall continue in full force and effect. CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve it from responsibility for successfully performing the work without additional expense to AUTHORITY.

C. AUTHORITY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by AUTHORITY are expressly stated in this Agreement.

D. Time shall be of the essence hereunder; but CONTRACTOR shall perform work hereunder only to the minimum extent consistent with requirements herein.

E. 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 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

CONTRACTOR shall provide all labor, equipment, materials and facilities necessary for all work related to Construction of the Inland Slope Rehabilitation - Phase II at the AUTHORITY's in strict compliance with all the requirements specified herein and in:

Exhibit A, entitled "General Provisions";

Addendum No's ;

Exhibit B, entitled "Specifications";

Exhibit C, entitled "List of Drawings";

Exhibit D, entitled "List of Subcontractors";

Exhibit E, entitled "Performance Bond";

Exhibit F, entitled "Payment Bond";

Exhibit G, entitled "Guaranty";

Exhibit H, entitled “Safety Specifications” and

Exhibit I, entitled “Contract Change Order”;

all of which documents are attached to and, by this reference, incorporated in and made a part of this Agreement. By this reference, also incorporated in and made a part of this Agreement are all applicable provisions of IFB and all representations made by CONTRACTOR in its original bid to AUTHORITY, including, but not limited to, CONTRACTOR's certifications relative to Workers' Compensation Insurance, and compliance with Section 7028.15 of the State of California Business and Professions Code.

ARTICLE 4. DELIVERY / RECOVERY SCHEDULE

A. CONTRACTOR shall fully complete the herein above described work within (165) calendar days from the effective date of written Notice to Proceed (NTP) issued by AUTHORITY. CONTRACTOR shall give AUTHORITY not less than seventy-two (72) hours advance notice of the start of any work. Within five (5) calendar days after said notice, CONTRACTOR shall provide any construction schedules as may be requested by AUTHORITY.

B. If at any time, the critical path schedule reflects -30 or a greater negative number of days of total float, then CONTRACTOR, within ten days after CONTRACTOR first becomes aware of such schedule delay, shall prepare and submit to AUTHORITY for review and approval a Recovery Schedule demonstrating CONTRACTOR’s proposed plan to regain lost schedule progress and to achieve the original contractual milestones in accordance with the Contract. AUTHORITY shall notify CONTRACTOR within ten days after receipt of each such Recovery Schedule whether the schedule is deemed accepted or rejected. Within five days after AUTHORITY’s rejection of the schedule, CONTRACTOR will resubmit a revised Recovery Schedule incorporating AUTHORITY’s comments.

When AUTHORITY accepts CONTRACTOR's Recovery Schedule, CONTRACTOR shall, within five days after AUTHORITY's acceptance, incorporate and fully include such schedule into the Project Schedule and deliver it to AUTHORITY.

C. All costs incurred by CONTRACTOR in preparing, implementing and achieving the Recovery Schedule shall be borne by CONTRACTOR and shall not result in a change to the contract price.

D. In the event that CONTRACTOR fails to provide an acceptable Recovery Schedule within 30 days of CONTRACTOR's receipt of a notice to do so, CONTRACTOR shall have no right to receive progress payments until CONTRACTOR has prepared and AUTHORITY has approved such Recovery Schedule.

ARTICLE 5. START OF WORK

CONTRACTOR shall incur no costs, and shall not perform or furnish any work, services, materials or equipment under this Agreement, unless and until a written Notice to Proceed has been given to CONTRACTOR by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice to Proceed are CONTRACTOR furnishing the Exhibit E "Performance Bond," Exhibit F "Payment Bond," Exhibit G "Guaranty," and certificates of insurance as set forth in Article 10 hereunder. CONTRACTOR shall furnish said documents within ten (10) calendar days after notification of contract award from AUTHORITY. Upon receipt of acceptable bonds, guaranty, and insurance certificates, AUTHORITY will within ten (10) working days thereafter issue the written Notice to Proceed.

ARTICLE 6. PAYMENT

A. CONTRACTOR's full and complete performance of its obligations under this Agreement, is subject to the maximum cumulative payment obligation provision set forth in Article 7.

B. Progress payments and the final payment will be made by AUTHORITY to CONTRACTOR in accordance with the terms as set forth in Exhibit A, "General Provisions," under the "Progress Payments" and "Final Payment and Claims" sections therein. The acceptance by CONTRACTOR of AUTHORITY's final payment hereunder shall constitute a waiver of all claims against AUTHORITY under or arising out of this herein Agreement, as such may from time to time be amended.

C. Failure by AUTHORITY to pay amount in dispute shall not alleviate, diminish or modify in any respect the CONTRACTOR's obligation to achieve final acceptance of and all work in accordance with the contract documents, and CONTRACTOR shall not cease or slow down its performance under this Agreement on account of any such amount in dispute. CONTRACTOR shall proceed as directed by AUTHORITY pending resolution of dispute. Upon resolution of dispute, each party shall promptly pay any amount owing.

D. Allowances are to be paid for based on Force Account. No work under allowance categories shall commence unless authorized in writing by the Engineer. Any costs which exceed, or are less than the bid allowance amount, shall require an adjustment to the maximum cumulative payment obligation amount by Change Order.

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 hereunder (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: Gustavo Valle
Title:	Title: Senior Contract Administrator
Phone:	Phone: (714) 560 - 5670
Email:	Email: gvalle@octa.net
	CC: Jason Lee, Project Manager
	Phone: (714) 560-5833
	Email: jlee1@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 work under this Agreement shall 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.

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.

ARTICLE 10. INSURANCE

A. CONTRACTOR shall procure and continuously maintain in full force and effect through contract completion, insurance coverages specified herein. Coverages shall not be subject to self-insurance provisions. CONTRACTOR shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury, and Property Damage with a

minimum limit of $4,000,000 per occurrence and $6,000,000 general aggregate.

2. Automobile Liability 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 waiver of subrogation, in favor of AUTHORITY, its officers, directors, employees, agents and SCRRA.

4. Employers' Liability with minimum limits of $1,000,000.

5. Builders All Risk policy or course of construction including earthquake and flood coverage with minimum limits of $*(project amount)*.

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

7. Pollution and Environmental Liability with minimum limits of $1,000,000 per claim.

8. Railroad Protective Liability insurance listing the Railroad as the named insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

a) No other endorsements restricting coverage may be added.

b) The original policy must be provided to the Railroad prior to performing any work or services under this Agreement.

c) All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

d) CONTRACTOR agrees to waive its right of recovery against Railroad and AUTHORITY for all claims and suits against Railroad and AUTHORITY. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad and AUTHORITY for all claims and suits. The certificate of insurance must also have attached the waiver of subrogation endorsement. CONTRACTOR further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad and AUTHORITY for loss of its owned or leased property or property under CONTRACTOR's care, custody or control.

B. The CONTRACTOR and all subcontractors, if applicable, must maintain the insurance

coverages set forth herein, and list the State of California, SCRRA, BNSF Railway, Amtrak, and Union Pacific Corporation, as additional insureds, and release, defend and indemnify the Railroad to the same extent and under the same terms and conditions as the CONTRACTOR.

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

1. AUTHORITY, its officers, directors, employees and agents must be named as additional insured on Commercial General Liability and Automobile Liability policy with respect to performance hereunder. The CONTRACTOR shall provide standard ISO form CG 20 10 and CG 20 37 endorsements, with primary and non-contributory language; and

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

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

In addition, CONTRACTOR shall provide insurance policy blanket endorsement.

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

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

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

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

H. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or

cancellation of any required insurance policies.

I. CONTRACTOR shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. CONTRACTOR shall respond directly to InsureTrack's request for updated insurance certificates and other insurance-related matters by email to octa@instracking.com.

J. CONTRACTOR shall include on the face of the certificate of insurance, the following information:

1. The Agreement Number C-4-2666 and, the Contract Administrator's Name, Gustavo Valle

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

ARTICLE 11. BONDS

A. By submitting Exhibit E, entitled "Performance Bond," and Exhibit F, entitled "Payment Bond," CONTRACTOR shall satisfy AUTHORITY's requirements that CONTRACTOR deposit with AUTHORITY bonds with values in the sum of 100 percent of this Agreement's price to cover CONTRACTOR's failure to fully perform hereunder and CONTRACTOR's failure to pay its labor, material or failure to comply with Article 32 of this Agreement, in performing hereunder. If the contract price is increased in connection with a Change Order, the AUTHORITY may, in its sole discretion, require a corresponding increase in the amount of the Performance and Payment bonds or new bonds covering the Change Order work.

B. Notwithstanding any other provision set forth in this Agreement, performance by a Surety or Guarantor of any obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 12. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of IFB including all Addendums; (3) the bid submitted to AUTHORITY by CONTRACTOR in response to said IFB; and (4) any other documents, cited herein or incorporated by reference. In the event of conflicting provisions of

Exhibit B ("Specifications"), and Exhibit C ("List of Drawings"), Project Specifications shall take precedence.

ARTICLE 13. CHANGES

A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or make any change in the general scope of this Agreement, including, but not limited to, changes in the drawings, specifications, schedules (either deceleratory or acceleratory) or any other particular of the specifications or provisions of this Agreement. If any such work suspension or change causes an increase or decrease in the price or time required for performance, CONTRACTOR shall promptly notify AUTHORITY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONTRACTOR from proceeding immediately with the Agreement as changed. Changes will be made in accordance with the terms as set forth in Exhibit A, "General Provisions," paragraph F, Extra Work and Changes, by written Change Order.

B. No claims by CONTRACTOR for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

C. Any work done beyond the technical provisions specified in this Agreement, or any extra work done without AUTHORITY's written authority, will be considered unauthorized work and will not be paid for. Upon order of AUTHORITY's Engineer or its designee, unauthorized work shall be remedied, removed or replaced at CONTRACTOR's expense.

ARTICLE 14. MODIFICATION PROPOSALS-PRICE BREAKDOWN

CONTRACTOR, in connection with any proposal it makes for an agreement modification, shall furnish a price breakdown, itemized as required by AUTHORITY. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore

shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by AUTHORITY.

ARTICLE 15. DISPUTES

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

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

ARTICLE 16. TERMINATION FOR CONVENIENCE

A. AUTHORITY may terminate this Agreement for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to

comply with all applicable provisions of the FAR pertaining to termination for convenience.

ARTICLE 17. TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

A. If CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, AUTHORITY may, by written notice to CONTRACTOR, terminate CONTRACTOR's right to proceed with the work or such part of the work as to which there has been delay. In such event, AUTHORITY may take over the work and prosecute the same to completion, by Agreement or otherwise, and may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not CONTRACTOR's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to AUTHORITY resulting from its refusal or failure to complete the work within the specified time.

B. If AUTHORITY so terminates CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages as set forth in the Article 31 in this Agreement entitled "Liquidated Damages," until such reasonable time as may be required for final completion of the work together with any increased costs occasioned AUTHORITY in completing the work. If AUTHORITY does not so terminate CONTRACTOR's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

C. CONTRACTOR's right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts or omissions of AUTHORITY, acts of another CONTRACTOR in the performance of an Agreement with AUTHORITY, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and

such subcontractors or suppliers; and

2. CONTRACTOR, within ten (10) calendar days from the beginning of any such delay, notifies AUTHORITY in writing of the causes of delay. AUTHORITY shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Disputes" clause of this Agreement. Any such time extensions will not become effective until approved by AUTHORITY's Engineer in writing. AUTHORITY's Engineer will furnish CONTRACTOR a weekly statement showing the number of calendar days charged to the Agreement for the preceding week, the number of calendar days of time extensions being considered or approved, the number of calendar days originally specified for the completion of this Agreement and the number of calendar days remaining to complete this Agreement, and the extended date for completion thereof.

3. Should at any time extensions be included by AUTHORITY's Engineer on the Weekly Statement of Contract Calendar Days, a change order covering the sum total of the time extensions will be issued to CONTRACTOR at periodic intervals during the project.

D. If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 16, entitled "Termination for Convenience."

E. The rights and remedies of AUTHORITY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

F. As used in paragraph C.1 of this Article, the term "subcontractors or suppliers," means subcontractors or suppliers at any tier.

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ARTICLE 18. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CONTRACTOR, its officers, directors, employees, agents, subcontractors or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 19. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law. CONTRACTOR shall not have the right to make any substitutions of any subcontractor listed in Exhibit D, entitled "List of Subcontractors," except in accordance with the provisions of the Subletting and Subcontractors Fair Practices Act, Public Contract Code section 4100 et. seq. AUTHORITY's consent shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Agreement.

B. CONTRACTOR shall be fully responsible to AUTHORITY for all acts and omissions of its own employees, and of subcontractors and their employees. CONTRACTOR shall coordinate the work performed by subcontractor.

C. AUTHORITY shall have the right, but not the obligation, to review the form of subcontract used by CONTRACTOR for the project and to require modifications thereto to conform to the requirements set forth herein.

ARTICLE 20. AUDIT AND INSPECTION OF RECORDS

CONTRACTOR shall provide AUTHORITY, or other agents of the 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, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until AUTHORITY, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CONTRACTOR shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 21. CONFLICT OF INTEREST

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

ARTICLE 22. CODE OF CONDUCT

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

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ARTICLE 23. PROHIBITION ON PROVIDING ADVOCACY SERVICES

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

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 25. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 26. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 27. PRIVACY ACT

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

ARTICLE 28. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONTRACTOR in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONTRACTOR shall comply with AUTHORITY's policies regarding

such material. Nothing furnished to CONTRACTOR, which is otherwise known to CONTRACTOR or is or becomes generally known to the related industry shall be deemed confidential. CONTRACTOR shall not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

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

ARTICLE 29. CONVICT LABOR

In connection with the performance of work under this Agreement, CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

ARTICLE 30. NOTICE OF LABOR DISPUTE

Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, CONTRACTOR shall immediately notify and submit all relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

ARTICLE 31. LIQUIDATED DAMAGES

If CONTRACTOR fails to complete the work within the time specified in Article 4 of this Agreement, or any AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay to AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of Three Thousand Five Hundred Dollars ($3,500.00). Alternatively, AUTHORITY may terminate this

Agreement in whole or in part as provided in Article 16 of this Agreement, and in that event, CONTRACTOR shall be liable, in addition to the excess costs provided in Article 16 of this Agreement, for such liquidated damages accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar supplies or services from a different source. CONTRACTOR shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with Article 45 hereunder. AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance of the Agreement when in its judgment, the findings of fact justify an extension.

ARTICLE 32. WARRANTY

A. In addition to any other warranties set forth in this Agreement, whether expressed or implied, CONTRACTOR warrants that (1) all work performed and all equipment and material provided under this Agreement by CONTRACTOR or any of its subcontractors or suppliers at any tier, conforms to the requirements herein and is free of any defects; (2) equipment furnished by CONTRACTOR or any of its subcontractors or suppliers at any tier, shall be of modern design, in good working condition and fit for use of its intended purpose; and (3) all work shall meet all of the requirements of this Agreement. Such warranty shall continue for a period of one (1) year from AUTHORITY's acceptance as shown in Article 34 hereunder. Under this warranty, CONTRACTOR shall remedy at its own expense any such failure to conform or correct any such defect. In addition, CONTRACTOR shall remedy at its own expense any damage to AUTHORITY owned or controlled real or personal property, when that damage is the result of CONTRACTOR's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. CONTRACTOR shall also restore any work damaged in fulfilling the terms of this clause. CONTRACTOR's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

B. AUTHORITY shall notify CONTRACTOR in writing within a reasonable time after the discovery of any failure, defect or damage. CONTRACTOR has seven days from receipt of notice from AUTHORITY to respond to AUTHORITY’s notification and indicate how CONTRACTOR will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by CONTRACTOR,

CONTRACTOR and AUTHORITY shall meet and mutually agree when and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate corrective action, CONTRACTOR shall implement such action, as it deems necessary and shall notify AUTHORITY in writing of the urgency of a decision and action taken. CONTRACTOR and AUTHORITY shall, then promptly meet in order to agree on a remedy. If CONTRACTOR and AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to CONTRACTOR, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by CONTRACTOR.

C. Should CONTRACTOR fail to remedy any failure, defect or damage described in paragraph A above within a reasonable time after receipt of notice thereof, AUTHORITY shall have the right to replace, repair or otherwise remedy such failure, defect or damage at CONTRACTOR's expense and CONTRACTOR shall be liable for all damages, including, but not limited to, actual or consequential damages and cost of any suit to enforce AUTHORITY's rights hereunder, including reasonable attorney's fees.

D. In addition to the other rights and remedies provided by this clause, all subcontractors, manufacturers, and suppliers' warranties, expressed or implied, respecting any work and materials furnished hereunder, shall, at the direction of AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY. In such case if CONTRACTOR's warranty under paragraph A above has expired, any suit directed by AUTHORITY shall be at the expense of AUTHORITY. CONTRACTOR shall obtain any warranties, which the subcontractors, manufacturers or suppliers would give in normal commercial practice and shall cause all subcontractor or supplier warranties to be extend to AUTHORITY.

E. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be executed in writing to AUTHORITY.

F. Notwithstanding any other provision of this clause, unless such a defect is caused by the negligence of CONTRACTOR or its subcontractors or suppliers at any tier, CONTRACTOR shall not be liable for the repair of any defects of material or design furnished by AUTHORITY nor for the repair of any

damage which results from any such defect in AUTHORITY furnished material or design.

G. The warranty specified herein shall not limit AUTHORITY's rights under the Inspection and Acceptance clause of this Agreement with respect to latent defects, gross mistakes or fraud.

H. Defects in design or manufacture of equipment specified by AUTHORITY on a "brand name and model" basis shall not be included in this warranty. CONTRACTOR shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

I. Any disagreement between AUTHORITY and CONTRACTOR relating to this section shall be subject to dispute resolution in accordance with Article 15.

ARTICLE 33. GENERAL WAGE RATES

A. All laborers and mechanics employed by CONTRACTOR or subcontractor at any tier working on the construction site, will be paid unconditionally and not less often than once a week and without any subsequent deduction or rebate on any account (except such payroll deductions as are permitted or required by federal, state or local law, regulation or ordinance), the full amounts due at the time of payment computed at wage rates and per diem rate not less than the aggregate of the highest of the two basic hourly rates and rates of payments, contributions or costs for any fringe benefits contained in the current general prevailing wage rate(s) and per diem rate(s), established by the Director of the Department of Industrial Relations of the State of California, (as set forth in the Labor Code of the State of California, commencing at Section 1770 et. seq.), regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or subcontractor and their respective mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices. Copies of the current General Prevailing Wage Determinations and Per Diem Rates are on file at AUTHORITY's offices and will be made available to CONTRACTOR upon request. CONTRACTOR shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, CONTRACTOR agrees to comply with all other provisions of the Labor Code of the State of California, which are incorporated herein by reference, pertaining to workers performing work hereunder including, but not limited to, those provisions for work hours, payroll records

and apprenticeship employment and regulation program. CONTRACTOR agrees to insert or cause to be inserted the preceding clause in all subcontracts, which provide for workers to perform work hereunder regardless of the subcontractor tier.

ARTICLE 34. INSPECTION AND ACCEPTANCE

A. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by AUTHORITY at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of AUTHORITY and shall not relieve CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by AUTHORITY or its representative shall be construed as constituting or implying acceptance. Inspection or test shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of AUTHORITY after acceptance of the completed work under the terms of paragraph F of this Article, except as herein above provided.

B. CONTRACTOR shall, without charge, replace any material or correct any workmanship found by AUTHORITY not to conform to the requirements of this Agreement, unless in the public interest AUTHORITY consents to accept such material or workmanship with an appropriate adjustment in the price of this Agreement. CONTRACTOR shall promptly segregate and remove rejected material from the premises.

C. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by AUTHORITY. All inspections and tests by AUTHORITY shall be performed in such manner as to not unnecessarily delay the work. AUTHORITY reserves the right to charge to CONTRACTOR any additional cost of inspection or test when material or workmanship is not ready at the time specified by CONTRACTOR for inspection or test or when reinspection or retest is necessitated by prior rejection.

D. If CONTRACTOR does not promptly replace rejected material or correct rejected

workmanship, AUTHORITY (1) may, by Agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to CONTRACTOR, or (2) may terminate CONTRACTOR's right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."

E. Should it be considered necessary or advisable by AUTHORITY at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of CONTRACTOR or its subcontractors, CONTRACTOR shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the Agreement price to compensate CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.

F. Unless otherwise provided in this Agreement, acceptance by AUTHORITY shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that AUTHORITY determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards AUTHORITY's rights under the warranty provisions set forth herein.

ARTICLE 35. MATERIAL AND WORKMANSHIP

A. Unless otherwise specifically provided in this Agreement, all equipment, material, and articles incorporated in the work covered by this Agreement are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Agreement, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition, and CONTRACTOR may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY, is equal to that named. CONTRACTOR shall furnish to AUTHORITY for its approval the name of the manufacturer, the model number and other identifying data and information respecting the performance,

capacity, nature and rating of the machinery and mechanical and other equipment, which CONTRACTOR contemplates incorporating in the work. When required by this Agreement or when called for by AUTHORITY, CONTRACTOR shall furnish AUTHORITY, for approval, full information concerning the material or articles, which it contemplates incorporating in the work. When so directed, samples shall be submitted for approval at CONTRACTOR's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without required approval shall be at the risk of subsequent rejection.

B. All work under this Agreement shall be performed in a skillful and workmanlike manner. Notwithstanding the provisions of Article 3 hereof, AUTHORITY may, in writing, require CONTRACTOR to remove from the work any employee AUTHORITY deems incompetent, careless or otherwise objectionable.

ARTICLE 36. NON-CONFORMING WORK

A. Nonconforming work rejected by AUTHORITY shall be removed and replaced so as to conform to the requirements of this Agreement, at CONTRACTOR's cost and without a time extension; and CONTRACTOR shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that AUTHORITY may not have discovered the nonconforming Work shall not constitute an acceptance of such nonconforming Work. If CONTRACTOR fails to correct any nonconforming work within ten days of receipt of notice from AUTHORITY requesting correction, or if such nonconforming work cannot be corrected within ten days, and CONTRACTOR fails to (1) provide to AUTHORITY a schedule for correcting any such nonconforming work acceptable to AUTHORITY within such ten-day period, (2) commence such corrective work within such ten-day period and (3) thereafter diligently prosecute such correction in accordance with such approved schedule to completion, then AUTHORITY may cause the nonconforming work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due CONTRACTOR and/or obtain reimbursement from CONTRACTOR for such cost.

B. If AUTHORITY agrees to accept any Nonconforming Work without requiring it to be fully

corrected, AUTHORITY shall be entitled to reimbursement of a portion of the Contract Price in an amount equal to the greater of the amount deemed appropriate by AUTHORITY to provide compensation for future maintenance and/or other costs relating to the Nonconforming Work, or 100% of CONTRACTOR's cost savings associated with its failure to perform the Work in accordance with Contract requirements. Such reimbursement shall be payable to AUTHORITY within ten days after CONTRACTOR's receipt of an invoice thereof. CONTRACTOR acknowledges and agrees that AUTHORITY shall have sole discretion regarding acceptance or rejection of Nonconforming Work and that AUTHORITY shall have sole discretion with regard to the amount payable in connection therewith.

ARTICLE 37. CONTRACTOR INSPECTION SYSTEM

CONTRACTOR shall maintain an adequate inspection system and perform such inspections as will assure that the work performed under this Agreement conforms to the specified requirements, and shall maintain and make available to AUTHORITY adequate records of such inspections.

ARTICLE 38. SUPERINTENDENCE BY CONTRACTOR

CONTRACTOR, at all times during performance and until the work is completed and accepted, shall give its personal superintendence to the work or have on the work a competent superintendent, satisfactory to AUTHORITY and with authority to act for and on behalf of CONTRACTOR.

ARTICLE 39. OTHER CONTRACTS

AUTHORITY may undertake or award other agreements for additional work, and CONTRACTOR shall fully cooperate with such other CONTRACTOR's and AUTHORITY's employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by AUTHORITY.

ARTICLE 40. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power and roads and uncertainties of

weather, river stages, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by AUTHORITY, as well as from information presented by the drawings and specifications made a part of this Agreement. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty or cost of successfully performing the work. AUTHORITY assumes no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the information made available by AUTHORITY.

ARTICLE 41. DIFFERING SITE CONDITIONS

A. CONTRACTOR shall immediately, and before such conditions are disturbed, notify AUTHORITY in writing of: (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Agreement, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. AUTHORITY will investigate the conditions within three business days of receipt of notification, and if it finds that such conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

B. No claim of CONTRACTOR under this Article shall be allowed unless CONTRACTOR has given the written notice required above; no claim by CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

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ARTICLE 42. OPERATIONS AND STORAGE AREAS

A. All operations of CONTRACTOR (including storage of materials and equipment) on AUTHORITY owned premises shall be confined to areas authorized or approved by AUTHORITY. CONTRACTOR shall hold AUTHORITY and its officers and agents free and harmless from liability of any nature occasioned by CONTRACTOR's operations.

B. Temporary building (storage sheds, shops, offices, etc.) may be erected by CONTRACTOR with the written consent of AUTHORITY, and shall be built with labor and materials furnished by CONTRACTOR without expense to AUTHORITY. Such temporary buildings and utilities shall remain the property of CONTRACTOR and shall be removed by CONTRACTOR at its expense upon the completion of the work. With the written consent of AUTHORITY, such buildings and utilities may be abandoned and need not be removed.

C. CONTRACTOR shall, under regulations prescribed by AUTHORITY, use only established roadways or construct and use such temporary roadways as may be authorized by AUTHORITY. Where materials are transported in the prosecution of work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state or local law or regulation. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by CONTRACTOR and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, CONTRACTOR.

ARTICLE 43. PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS

A. CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by AUTHORITY.

B. CONTRACTOR shall protect from damage all existing improvements or utilities at or near the

site of the work, the location of which is made known to it, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Agreement or the failure to exercise reasonable care in the performance of the work. If CONTRACTOR fails or refuses to repair any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost to CONTRACTOR.

ARTICLE 44. CLEANING UP

A. CONTRACTOR shall at all times keep the construction area, including storage areas used by it, free from accumulations of waste material or rubbish, and prior to completion of the work remove any rubbish from AUTHORITY owned premises and all tools, scaffolding, equipment and materials not the property of AUTHORITY. Upon completion of the construction, CONTRACTOR shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to AUTHORITY.

B. After completion of all work on the project, and before making application for acceptance of the work, CONTRACTOR shall clean the construction site, including all areas under the control of AUTHORITY, that have been used by CONTRACTOR in connection with the work on the project and remove all debris, surplus material and equipment, and all temporary construction or facilities of whatever nature, unless otherwise approved by AUTHORITY. Final acceptance of the work by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

C. Full compensation for conforming to the provisions in this Article, not otherwise provided for, shall be considered as included in price of this Agreement and no additional compensation will be allowed therefore.

ARTICLE 45. USE AND POSSESSION TO COMPLETION

AUTHORITY shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, AUTHORITY shall furnish CONTRACTOR an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by AUTHORITY, provided that failure to list any item of work shall not relieve

CONTRACTOR of responsibility for compliance with the terms of this Agreement. Such possession or use shall not be deemed an acceptance of any work under this Agreement. While AUTHORITY has such possession or use, CONTRACTOR shall be relieved of the responsibility for the loss or damage to the work resulting from AUTHORITY's possession or use. If such prior possession or use by AUTHORITY delays the progress of the work or causes additional expense to CONTRACTOR, an equitable adjustment in the Agreement price or the time of completion will be made and the Agreement shall be modified in writing accordingly.

ARTICLE 46. PROHIBITED INTERESTS

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

ARTICLE 47. CONTRACTOR PURCHASED EQUIPMENT

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

B. CONTRACTOR shall maintain an inventory record for each piece of equipment purchased that will be paid for by the AUTHORITY. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify said equipment or supply. A copy of the inventory record shall be submitted to the AUTHORITY upon request.

C. At the expiration or termination of this Agreement, CONTRACTOR may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at CONTRACTOR's expense, on the basis of an independent appraisal. CONTRACTOR may sell the equipment at the best price obtainable and credit AUTHORITY in an amount equal to the sales price. If

the equipment is to be sold, then the terms and conditions of the sale must be approved in advance by AUTHORITY's project manager.

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

ARTICLE 48. HEALTH AND SAFETY SPECIFICATIONS

CONTRACTOR shall comply with all requirements set forth in Exhibit H, Level 3 Safety Specifications.

ARTICLE 49. FORCE MAJEURE

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-4-2666 to be executed as of the date of the last signature below.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

License No:

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVED:

By: _____
James G. Beil, P.E.
Executive Director, Capital Programs

SECTION V: GENERAL PROVISIONS - EXHIBIT A

SECTION V: GENERAL PROVISIONS

A. COST BREAKDOWN

Within 15 calendar days after "Notice to Proceed," the Contractor shall, upon request by the Authority, submit a cost breakdown of the lump sum Bid entered on the Bid Form for all construction work. This cost breakdown will form the basis for progress payments in accordance with these Specifications and shall show all of the major categories and subcategories of work and equipment requested by the Authority. Additionally, all cost shall be segregated between off-site and on-site costs. Mobilization costs shall not exceed 10% of total construction costs. Bonds and insurance costs will be identified as a separate line item. Such cost breakdown shall not be required if the Authority, at its sole discretion, elects to pay the Contractor in lump sum within thirty (30) calendar days of receipt of proper invoice following the Contractor's satisfactory completion and the Authority's acceptance of all work.

B. PROGRESS PAYMENTS

1. The Authority, no later than the 25th day of each month, shall prepare a progress payment estimate based on the estimated percentage of completion of each Bid Item and on the Contractor's actually incurred allowable expenses on such Bid Items. The Authority will issue the progress payment, in the amount it deems appropriate, by approximately the 15th day of the following month.

2. For purposes of calculating the progress payments, Authority will use the cost breakdown submitted by the Contractor for each Bid Item at the start of this Agreement. In no event will the Authority make a progress payment that, when added to the prior progress payments, amounts to a sum more than the Contractor's actual aggregate incurred expenses, adjusted to include Contractor's overhead and profit as allocated to such incurred expenses.

3. The Authority will pay only 95% of each progress payment amount as determined above, retaining 5% as part security for the fulfillment of this Agreement by the Contractor.

4. No progress payments will be made for materials not installed.

5. Progress payments made by Authority in no way shall be deemed or construed as acceptance by the Authority of work or waiver by the Authority of any rights hereunder.

6. The Contractor shall pay subcontractors, promptly upon receipt of each Authority progress payment; the respective amounts allowed the Contractor on account of the work performed by subcontractors, to the extent of each such subcontractor's interest therein. Such payments to subcontractors shall be based on estimates made pursuant to this Agreement. Any diversion by the

Contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of such payments, constitutes ground for termination of the Contractor's control over the work and for taking over the work, in addition to disciplinary action by the Contractor's State License Board. The subcontractor shall notify, in writing, the Contractor's State License Board and the Authority of any payment less than the amount or percentage approved for the class or item of work as set forth in this Agreement.

7. In addition to other amounts properly withheld under this Agreement, the Authority shall withhold all legally required sums for, but not necessarily limited to, stop notices, labor and tax liens, etc.

C. FINAL INSPECTION AND ACCEPTANCE

Promptly after Substantial Completion has occurred, Contractor shall perform all Punch List Work, if any, which was deferred for purposes of Project Completion, and shall satisfy all of its other contractual obligations under the contract documents.

When the Contractor determines that the work is fully completed, including satisfactory completion of all inspections, tests, and required documentation, Punch List and clean-up items, Contractor shall give the Authority a written request for Final Acceptance within ten (10) days thereafter, specifying that the work is completed and the date on which it was completed.

Within thirty (30) days after receipt of the request for Final Acceptance from Contractor, Authority will make a final inspection of the work and will either:

1. Reject the request for Final Acceptance, specifying the defective or uncompleted work; or

2. Issue a written Final Acceptance and record Notice of Completion with County Recorder.

Substantial Completion is defined herein as; In the opinion of the Authority, that Work or portion thereof that is sufficiently complete and in accordance with the Contract, that it can be utilized by the Authority for the purpose for which it was intended. A determination of Substantial Completion does not waive, but may not require the prior completion of minor items, which do not impair the Authority's ability to safely occupy and utilize the Work for its intended purpose.

D. CLAIMS

Contractor is required to submit a written claim within ten (10) days after the event or occurrence first giving rise to the potential claim, or in the event of a denial of a request for change by the Authority. All claims shall include a detailed factual statement; including names, dates and specific events that took place. In addition, all claims shall include supporting documents in support of the claim, a detailed analysis of a request for a time extension, if applicable, and a detailed breakdown of a request for additional compensation. A revised construction schedule shall also be included identifying the impact of the delays, including proposals to minimize any of the impacts.

Authority shall respond in writing to a claim within forty-five (45) days of receipt of claim. Within thirty (30) days of receipt of claim, Authority, if necessary, may request additional documentation in support of said claim. If additional documentation is requested, Authority shall respond in writing to the claim within fifteen (15) days after receipt of additional documentation.

Claims filed by the Contractor shall be in sufficient detail to enable the Authority to ascertain the basis and amount of said claims. The Authority will consider and determine the Contractor's claims, and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Authority to determine the facts or contentions involved in its claims. Failure to submit such information and details will be sufficient cause for denying the claim.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the language listed below. Failure to submit the notarized certificate will be cause for denying the claim.

Certificate

Under the penalty of law for perjury or falsification with specific reference to the California False Claims Act, Government Code Section 12650 et. Seq., the undersigned,

_____
(Name)

_____
(Title)

_____
(Company)

herby certifies that the claim for the additional compensation and time, if any, made herein for the work on this Contract is a true statement of the actual cost incurred and time sough, and is fully documented and supported under the Contract between the parties

Dated: _____

Signature: _____

Subscribed and sworn before this _____ day of _____ , 202__
_____ .

_____
Notary Public

My Commission Expires: _____

E. FINAL PAYMENT

1. After the filing of the Notice of Completion, the Authority will make a proposed final estimate, in writing, of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. Within 15 days after proposed final estimate has been submitted, Contractor shall submit to the Authority written approval of proposed final estimate and/or a written statement of all claims of the contract. No claim will be considered that was not included in written statement of claims, nor will any claim be allowed unless the Contractor has previously complied with the notice and protest requirements.

2. On the Contractor's approval, or if he files no claim within stated period,

Authority will issue a final written estimate, in accordance with the proposed final estimate submitted to the Contractor; and 35 days after the date of filing the Notice of Completion Authority will pay the entire sum found to be due. Such final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

3. If the Contractor within said period of 15 days files claims, Authority will issue a semi-final estimate in lieu of the final estimate submitted to the Contractor; and 35 days after the date of filing of the Notice of Completion, the Authority will pay the sum found to be due. Such semi-final estimate and payment thereon shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided.

4. Upon final determination of any outstanding claims, the Authority shall then make and issue a final estimate in writing and within 30 days thereafter, the Authority will pay the entire sum, if any, found due. Such final estimate shall be conclusive and binding against the Contractor on all questions relating to the amount of work done and the compensation payable therefore, except as otherwise provided.

F. EXTRA WORK AND CHANGES

1. New and unforeseen work, which in the judgment of the Authority is found necessary or desirable for the satisfactory completion of the work, will be classified as extra work, as well as work specifically designated as such in the plans or specifications. The Contractor shall do such extra work and furnish material and equipment therefore as directed by the Engineer in writing by a change order. No extra work will be paid for or allowed unless the same was done upon written change order of the Engineer and after all legal requirements have been complied with.

   The Contractor agrees that he will accept as full compensation for any extra work or changes in the work, so ordered, an amount to be determined by one of the following methods:

   a. A price mutually agreed upon in writing by the Engineer and Contractor (hereafter Agreed Price).

   b. Force Account as hereafter provided.

   All compensation for extra work or changes in the work will be provided through a written change order. Nothing herein shall excuse the Contractor from proceeding with the work as otherwise directed by the Agreement.

2. It is mutually agreed that on the agreed price, the Contractor and

subcontractor(s) shall add not more than a total markup of 20% to be divided between the Contractor and subcontractor(s) as full compensation for all other expenses including overhead, profit, bond, superintendence, insurance and small tools.

3. When extra work is to be paid for on a force account basis, compensation will be determined as follows:

a. Materials

A sum equal to the actual cost to the Contractor of the materials furnished by him, as shown by paid receipts, plus not more than fifteen percent (15%). Only installed materials shall be paid for.

b. Labor

1. The actual wages paid as shown on the certified copies of Contractor's payroll, for all labor directly engaged in the work and including the cost of any compensation insurance paid for by the Contractor, subsistence and travel allowance aid to such workmen as required by collective bargaining agreements plus not more than twenty percent (20%).

2. To the actual wages as described in 1 above will be added a labor surcharge of not more than seventeen percent (17%), and shall constitute full compensation for all other payments, including payments imposed by State and Federal laws.

c. Equipment

1. Equipment will be paid for as a rental charge whether owned by the Contractor or not, and said rental rates prevailing in the area for comparable equipment will be paid. To the direct costs of "Equipment Rental" will be added a not more than fifteen percent (15%) markup.

2. All extra work at Force Account shall be adjusted daily upon report sheets prepared by the Engineer, furnished to the Contractor and signed by both parties. Said daily reports shall thereafter be considered the true record of all extra work done. The decision of the Engineer as to whether extra work has in fact been performed shall be conclusive and binding upon both parties to the contract.

4. A contract change order approved by Authority may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in the contract change order, the Contractor shall submit a written protest to the Authority within 15 days after the receipt of the contract change order. The protest shall state the points of disagreement and, if possible, the contract

specification references, quantities and costs involved. If a written protest is not submitted within the above period, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contract change orders.

5. Contractor shall promptly notify the Authority in writing when it receives direction, instruction, interpretation or determination from any source other than the Authority or its designated representatives that may lead to or cause change in the work. Such written notification shall be given to the Authority before the Contractor acts on said direction, instruction, interpretation or determination.

G. EXTENDED FIELD OFFICE OVERHEAD COSTS

1. Within thirty (30) days after receipt of the Notice to Proceed, the Contractor shall submit a written statement to the Authority detailing its field office overhead costs which are time related. The Authority will review this cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon Change Order. The daily rate agreed to in this Change Order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between the Authority and the Contractor and the Change Order concerning this daily rate is executed by both parties.

2. The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act of the Authority. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the costs of permits, bonds and insurance coverage for the project.

3. The individual wage cost components used to calculate the daily field office overhead rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for

management, supervisory, engineering and clerical employees shall be based upon 2,080 work hours per year and shall not include allowances for holidays, vacation or sick time. However, the daily field office overhead rate shall only reflect the actual on-site time required in the field office. All other field office overhead cost components shall be evidenced by records demonstrating actual field office costs incurred by the Contractor.

4. The daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by Change Order and shall be added to the agreed upon Change Order cost. The days of delay shall be those caused solely by action of the Authority and documented by a time impact analysis prepared and submitted by the Contractor. In the event of a deductive Change Order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

H. ACCELERATION

1. Authority reserves the right to accelerate the work of the Contract at any time during its performance. In the event that the Authority directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project cost records and shall provide a written record of acceleration costs to the Authority on a daily basis.

2. In the event that the Contractor believes that some action or inaction on the part of the Authority constitutes an acceleration directive, the Contractor shall immediately notify the Authority in writing that the Contractor considers the actions or inactions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate their work efforts until the Authority responds to the written notification. If acceleration is then directed or required by the Authority, all cost records referred to in section (1) shall be maintained by the Contractor and provided to the Authority on a daily basis.

3. In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

I. VALUE ENGINEERING

Authority encourages the Contractor to submit Value Engineering Proposals

(VEP's) whenever it identifies areas and/or instances in which improvements can be made, in order to avail the Authority of potential cost savings. Contractor and the Authority will share any savings in the manner described below.

A VEP applies to a Contractor developed and documented VEP that:

1. Requires a change to the contract.

2. Reduces the total contract price without impairing essential functions or characteristics of the work.

3. Results in an estimated total net savings to the Authority equal to or greater than $1,000.

At a minimum, a VEP should include the following information:

1. A description of the existing contract requirements that are involved in the proposed change.

2. A description of the proposed change, and all specifications and/or plans necessary for the complete evaluation of the proposed change. Include a discussion of the differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item. All relevant back up documentation needs to be included to support proposed changes.

3. Cost estimate for existing contract requirements correlated to the Contractors lump sum breakdown and the proposed changes in those requirements, including costs of development and implementation by the Contractor.

Contractor shall submit the VEP to the Authority. At its sole discretion, Authority may accept, in whole or in part and by change order, any VEP submitted pursuant to this section. Until a change order is issued on a VEP, Contractor shall remain obligated to perform in accordance with the contract. The decision of the Authority as to the rejection or acceptance of a VEP shall be at the sole discretion of the Authority.

If a VEP, submitted by the Contractor pursuant to this section is accepted by the Authority, the total contract price shall be adjusted based upon a sharing of the net savings by the Contractor and the Authority (50% Authority, 50% Contactor). Contractor's profit shall not be reduced by application of the VEP.

Net savings are defined as gross savings less the Contractor's costs and less the Authority's costs.

1. Contractors cost means reasonable costs incurred by the Contractor in preparing the VEP and making the change.

2. Authority's costs means reasonable costs incurred by the Authority for evaluating and implementing the VEP.

3. Contractor is not entitled to share in either concurrent, collateral or future contract savings. Collateral savings are those measurable net reductions in the Authority's costs of operation that result from the VEP. Concurrent savings cover the reductions in the cost of performance of other contracts.

Contractor shall include appropriate VEP provisions in all subcontracts greater than $25,000.

J. STOP NOTICES

The Authority, at its sole discretion, may, at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 9358 et. seq. of the California Civil Code.

K. ORDER OF WORK

Contractor shall perform work hereunder at such places, and in such order or precedence, as may be determined necessary by the Engineer to expedite completion of the required work.

L. LABOR PROVISIONS

1. Prevailing Wages

   Contractor shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the Labor Code and all applicable federal requirements respecting prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the Contractor and subcontractors shall not pay less than the higher wage rate. The DIR will not accept lower state wage rates not specifically included in the Federal minimum wage determination.

2. Minimum Wages

   a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally, and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts due at time of payment computed at wage rates not less than those specified in the General Wage Determinations referenced in this section regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or cost reasonably anticipated under the Labor Code of the State of California on behalf of laborers or

mechanics are considered wages paid by such Laborers or mechanics. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

b. Authority shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the General Wage Determinations and which is to be employed under this Contract, shall be classified conformably to such wage determinations. In the event the Authority does not concur in the Contractor's proposed classification or reclassification of a particular class of laborers and mechanics (including apprentices and trainees) to be used, the question, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination.

c. Authority shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the Authority, shall be referred to the State Director of Industrial Relations for determination.

d. All disputes concerning the payment of wages or the classification of workers under this Agreement shall be promptly reported to the Authority.

3. Deductions

Authority may deduct from each progress payment and the Final Payment the following:

a. Any Authority or third party claims or losses for which Contractor is responsible hereunder or any Liquidated Damages which have accrued as of the date of the application for payment;

b. If a notice to stop payment is filed with Authority, due to the Contractor’s failure to pay for labor or materials used in the work, money due for such labor or materials, plus the 25% prescribed by law, will be withheld from payment to the Contractor. In accordance with Section 9358 of the Civil Code, Authority may accept a bond by a corporate surety in lieu of withholding payment;

c. Any sums expended by or owing to Authority as a result of Contractor’s failure to maintain the as-built drawings;

d. Any sums expended by Authority in performing any of the Contractor's obligations under the Contract which Contractor has failed to perform; and

e. Any other sums which Authority is entitled to recover from Contractor under the terms of the Contract.

The failure by Authority to deduct any of these sums from a progress payment shall not constitute a waiver of Authority's right to such sums.

All amounts owing by Contractor to Authority under the Contract shall earn interest from the date on which such amount is owing at the lesser of (i) 10% per annum or (ii) the maximum rate allowable under applicable Governmental Rules.

4. Payrolls and Basic Records

a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name, address and social security number of each such worker, the correct classification, rates of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

b. Contractor will submit weekly a copy of all payrolls to the Authority as required in these "Labor Provisions." The copy shall be accompanied by a statement signed by the employer or its agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the State Director of Industrial Relations and that the classifications as set forth for each laborer or mechanic conform to the work performed. A submission of the "Weekly Statement of Compliance," which is required under this Contract, shall satisfy this requirement. The prime Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The Contractor will make the records required under the labor standard clauses of the contract available for the inspection by authorized representatives of the Authority, and will permit such representatives to interview employees during working hours on the job.

5. Apprentices and Trainees

a. Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program as defined in section 1777.5 of the Labor Code of the State of California. The allowable

ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the State Director of Industrial Relations for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the Authority or the State Director of Industrial Relations written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman's rate contained in the applicable wage determination).

b. Trainees: Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to or individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal Employment Opportunity: The utilization of apprentices and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, 29 CFR Part 30, and 41 CFR Part 60.

6. Compliance With Copeland Regulations (29 CFR Part 3)

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c). The Contractor shall also comply with the Copeland Regulations (29 CFR Part 3) of the Secretary or Labor which are herein incorporated by reference.

7. Contract Termination; Debarment

   A breach of item 1 through 6 may be grounds for termination of the contract, and for debarment as provided in 29 CFR Section 5.6.

8. Overtime Requirements

   No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of 8 hours a day or 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours a day or 40 hours in such work week.

9. Violation; Liability for Unpaid Wages

   Pursuant to section 1775 of the Labor Code of the State of California, in the event that any workman employed on this public works project is paid less than the amount specified in the General Prevailing Wage Determinations or less than is required, relative to overtime, the Contractor and any subcontractor responsible therefore shall be liable to the affected workman for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the State of California or the Authority for liquidated damages. Such liquidated damages shall be computed with respect to each individual workman found to be underpaid and shall be in the amount of $50 per calendar day that a workman was underpaid.

10. Withholding for Liquidated Damages

    The Authority may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in this section.

11. Final Labor Summary

    The Contractor and each subcontractor shall furnish to the Authority, upon the completion of the contract, a summary of all employment, indicating for the completed project, the total hours worked and the total amount earned.

12. Final Certificate

Upon completion of the contract, the Contractor shall submit to the Authority, with the voucher for a final payment for any work performed under the contract, a concerning wages and classifications for laborers and mechanics, including apprentices and trainees employed on the project, in the following form:

The undersigned, Contractor on

_____
(Contract No.)

hereby certifies that all laborers, mechanics, apprentices and trainees employed by the Contractor or by a subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

_____
Signature and Title

13. Notice to the Authority of Labor Dispute

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Authority.

14. Disputes Clause

a. All disputes concerning the payment of prevailing wage rates or classifications shall be promptly reported to the Authority for its referral to DOT for decision or, at the option of the Authority, DOT referral to the Secretary of Labor. The decision of DOT or the Secretary of Labor, as the case may be, shall be final.

b. All questions relating to the application or interpretation of the Copeland Act, the Contract Work Hours Standards Act, the Davis-Bacon Act, or Section 13 of the Act shall be sent to the Federal Transit Administration (FTA) for referral to the Secretary of Labor for ruling or interpretation, and such ruling or interpretation shall be final.

15. Convict Labor

In connection with the performance of work under this Contract, the Contractor agrees not to employ any person-undergoing sentence of

imprisonment at hard labor. This does not include convicts who are on parole or probation.

16. Insertion in Subcontracts

The Contractor shall set forth in item 1 through 15 of this Section so that all of the provisions of this section will be inserted in all construction subcontracts of any tier, and such other clauses as the Government may by appropriate instructions require.

17. Certified Payrolls

a. The Authority shall obtain from the Contractor and each subcontractor a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Following a review by the Authority for compliance with State and Federal labor laws, the payroll copy shall be retained at the project site for later review by FTA.

b. Contractor may use the Department of Labor Form WH-347, "Optional Payroll Form," which provides for all the necessary payroll information and certifications.

c. If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls covering its work and the work of all subcontractors for all payroll periods ending on or before the 6th of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to 10% (but not less than $1,000 or more than $10,000) shall be deducted from the estimate. Deductions will be made separately for each estimate period in which a new delinquency appears and will be continued until payrolls have been submitted.

d. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Authority that their employment is pursuant to an approved program and shall identify the program.

M. TIME EXTENSION/DELAYS

a. Contractor may be granted an extension of time for any portion of a delay in completion of the work due to acts of God, the public enemy, wars, civil unrest, fires, quarantine restrictions, or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from an act or omission by the Contractor, (2) Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) Contractor notifies Authority in writing of the cause(s) for the delay within

ten (10) days from the beginning of any such delay. No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

b. An extension of time will not be granted for a delay described in the above paragraph(s) caused by a shortage of materials, except if materials are furnished by Authority, unless the Contractor supplies the Authority with documented proof that every effort to obtain the materials from all known sources that (a) such materials could have been obtained only at exorbitant prices or (b) the prices were entirely inconsistent with current rates, taking into account the quantities; and (c) such facts could not have been known or anticipated at the time the Notice To Proceed was issued. Contractor shall also submit proof, that the inability to obtain such materials when originally planned, did in fact, cause a delay in completion of the work that could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered as a basis for an extension of time.

c. An extension of time for weather more severe than normal shall be granted only to the extent the work is actually delayed as determined by the Authority. Normal is defined as the monthly average of the temperature and rainfall wherein the work was performed for the prior 20 years before the execution of the contract.

d. In the event Contractor is actually and necessarily delayed by an act or omission on the part of the Authority, as determined by the Authority, the Contractor shall notify the Authority in writing within five (5) days from the beginning of any such delay. The time for completion of the work may be extended at the sole discretion of the Authority.

e. Within 30 days after the last day of delay, Contractor shall provide Authority with detailed information concerning the circumstances of the delay, the number of days actually delayed, and the measures taken to minimize or prevent the delay. Failure to submit information shall be sufficient reason to deny the claim. Authority shall ascertain the facts and the extent of the delay; and provide the Contractor its written findings, which will be final and conclusive. Except for the additional compensation for herein and except as provided in Public Contract Code Section 7102, Contractor shall have no claim for damages or compensation for any delay or hindrance.

f. No extension of time will be granted for any Authority caused delay or delay as defined in which (a) the performance of work would have been concurrently delayed by Contractor induced causes, including but not limited to an act or omission of the Contractor, or (b) remedies are included or excluded by any other contract provision. Only the actual delay necessarily resulting from the causes specified in this Article shall be

grounds for extension of time. Should the Contractor be delayed at any time for any period by two or more of the causes specified in this article, Contractor shall only be entitled to one time extension for the entire delay.

g. Any time extension granted to Contractor shall not release the Contractor or surety from its obligations. Work shall continue and be carried on in accordance with the contract provisions, unless formally suspended or terminated by the Authority.

N. NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to the employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the Contractor's noncompliance with the nondiscrimination

clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order, of the Secretary of Labor, or as otherwise provided by law.

6. The Contractor will include the provisions of this Paragraph ("Nondiscrimination") in every subcontract or purchase order entered into under this Agreement unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he has filed any complaints or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

O. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with and ensure compliance by all subcontractors with all requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d; 49 U.S.C. §5332 and Department of Transportation Regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21.

P. AFFIRMATIVE ACTION

Contractors and subcontractors holding a value of work of $10,000 or more must submit a Monthly Employment Utilization Report (Form 257) to the Authority Engineer by the 5th of each month or sanctions shall be applied for late submittal, non-submittal and incomplete forms returned to the Contractor and resubmitted after the due date.

The reporting period shall be for each calendar month.

The report shall include the information requested for each Contractor's aggregate work force (for all workers on all projects within Orange County) and not just for workers on this project.

If the form is not received by the 5th of the month, a deduction of 10% (with a minimum of $1,000 and a maximum of $10,000) will be withheld from the monthly estimate at the option of the Authority.

The Contractor shall designate an Equal Employment Officer for the project and notify the Authority in writing whom that person is prior to beginning of work. All workers shall also be informed who the EEO Officer is.

Q. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

    a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

    b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates Authority;

    c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

    d. "Minority" includes persons who are citizens or lawful permanent residents of the United States and are one of the following:

        1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

        2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, Portuguese American or other Spanish culture or origin, regardless of race);

        3) Asian and Pacific Islanders (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

        4) American Indians and Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);

        5) Women regardless of ethnicity.

2. In order for the nonworking training hours of apprentices to be counted in meeting the goals, such apprentices must be employed by the Contractor during the apprenticeship period, and the Contractor must have made a commitment to employ the apprentices at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

3. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of disadvantaged and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and disadvantaged or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a disadvantaged person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-site-training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 3.b. above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractors' recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening, procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R., Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, working assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from disadvantaged and female construction Contractors and suppliers, including circulation of solicitations, to disadvantaged and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

4. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (3. (a) through (p)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3. (a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the

Contractor's failure if such a group to fulfill an obligation, shall not be a defense for the Contractor's noncompliance.

5. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order 11246 if a specific minority group of women is underutilized.)

6. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

7. The Contractor shall not enter into any subcontract with a person or firm debarred from Government contracts pursuant to Executive Order 11246.

8. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

9. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

10. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to

the degree of existing records satisfy this requirement; Contractor shall not be required to maintain separate records.

11. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

R. CONFLICT OF INTEREST

All Contractors responding to this Invitation For Bids 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, a Contractor is unable, or potentially unable to render impartial assistance or advice to the Authority; a Contractor's objectivity in performing the work identified in the specifications is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Contractor is obligated to fully disclose to the Authority in writing any conflict of interest issues as soon as they are known. All disclosures must be disclosed at the time of bid submittal.

S. CODE OF CONDUCT

Contractor agrees to comply with the Authority's Code of Conduct as it related to Third-Party contracts, which is hereby referenced and by this reference is incorporated herein. Contractor agrees to include these requirements in all of it's subcontracts.

T. GOVERNMENT INSPECTIONS

The Authority or Federal Government representatives shall have access to the construction site and shall have the right to inspect all project works.

U. LICENSING, PERMITS AND INSPECTION COSTS

1. The Contractor warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, the County of Orange, the Local Jurisdictions, and all other appropriate governmental agencies, and agrees to maintains these licenses and permits in effect for the duration of the Agreement. Further, Contractor warrants that its employees, agents, and Contractors and subcontractors shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment and ethical behavior throughout the duration of this Agreement. Contractor further warrants that it shall not retain or employ an unlicensed subcontractor to perform work on this Project. Contractor shall notify the Authority immediately and in writing of its employees', agents', Contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any

such licenses, permits, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Agreement.

2. Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

V. HAZARDOUS SUBSTANCES

1. CAL-OSHA Requirements

   All flammable, corrosive, toxic, or reactive materials being bid must have a complete CAL-OSHA Safety Data Sheet (SDS) accompanying the submitted bid.

2. South Coast Air Quality Management District (SCAQMD)

   All materials (paints, coatings, inks, solvents, and adhesives) shall comply with the volatile organic compounds (VOC) content requirements of the applicable SCAQMD rules.

3. Notice of Hazardous Substances

   Title 8, California Code of Regulations, Section 5194 (e) (c), states that the employer must inform any Contractor employers with employees working in the employer's workplace of the hazardous substances to which their employees may be exposed while performing their work. In compliance with this requirement, the Authority hereby gives notice to all bidders that the following general categories of hazardous substances are present on the Authority's premises:

   - Adhesives, sealant, patching, and coating products
   - Antifreezes, coolants
   - Cleaners, detergents
   - Paints, thinners, solvents
   - Pesticides, Petroleum products (diesel and unleaded fuel, oil products)
   - Printing, photocopying materials
   - Propane Welding materials/compressed gases (e.g., acetylene, oxygen, nitrogen)

   More specific information may be obtained from the Authority's Safety and Benefits office at (714) 560-5854, and from Safety Data Sheets (SDS) for individual products.

4. Hazardous Waste Labels

Containers containing hazardous substances must be labeled with the following information:

- Identity of hazardous substance-chemical name, not manufacturer or trade name;
- Appropriate health warning relative to health and physical hazard; and

- Name and address of manufacturer or other responsible party.

All containers containing hazardous substances may be rejected unless containers are properly labeled. Containers of 55 gallons or larger must have either weather resistant labels or the information should be painted directly on the containers.

W. CHANGES IN LAWS AND REGULATIONS

CONTRACTOR shall at all times comply with all applicable state and local regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement. CONTRACTOR's failure to so comply shall constitute a material breach of contract.

X. MEDIA AND THE PUBLIC

Contractor shall immediately refer all inquires from the news media or other public sources to the Authority's Project Manager, or designated representative, relating to this project.

Y. COORDINATION AND ACCESS

Authority may undertake or award other contracts for additional work at the project site. Contractor is responsible for coordinating its work with the work of other Contractors as appropriate. The Contractor acknowledges that they do not have any exclusive access to the site or other work areas Authority may require that certain facilities and areas be used concurrently by the Contractors and others. Contractor shall cooperate fully with Authority Contractors/consultants that may be performing work in the construction area.

Z. UTILITIES RELATED DELAYS

If, due to interruptions caused by the undocumented utilities, Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor that amount that the Authority may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, that, in the opinion of Authority was unavoidable, determined as follow: Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a force account basis, as provided in Section F. Extra Work and Changes, Item 3,c. Equipment with the following exceptions:

1. The utility related delay factor for each classification of equipment shown

in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates will be applied to that equipment rental rate.

2. The time for which the compensation will be paid will be the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day.

3. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay, except that when the rented equipment can be returned or used elsewhere on the project, then no payment will be made for utilities related delays.

Actual loss shall be understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, and cost of extra moving of equipment. Compensation for idle time of equipment will be determined as provided in this Section and compensation for idle time of workers will be determined as provided in Section F. Extra Work and Changes, Item 3, b. "Labor," and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment will be paid for as extra work and changes as provided in Section F of General Provisions.

If performance of the Contractor's work is delayed as the result of the Utilities Related Delays, an extension of time determined pursuant to the provisions in Article 18. Termination for Default – Damages for Delay – Time Extensions will be granted.

AA. UTILITIES AND SUBSURFACE STRUCTURES

Contractor shall protect from damage utility and other subsurface structures that are to remain in place, be installed, relocated or otherwise rearranged (as used herein, rearranged includes installation, relocation, alteration or removal).

The right is reserved to the Authority, or their authorized agents, to enter upon the site for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. Contractor shall cooperate with forces engaged in this work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the work of Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the plans or in the special provisions. Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated

on the plans or in the special provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of the facilities or interfere with their service.

If Contractor cannot locate an underground facility whose presence is indicated on the plans or in the special provisions, the Contractor shall so notify the Authority in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the plans or in the special provisions, the additional cost of locating the facility will be paid for as extra work as provided in Section F.

If Contractor discovers underground main, trunk lines or other structures and utilities not indicated on the plans or in the special provisions, Contractor shall immediately give the Authority and the Utility Company written notification of the existence of those facilities. Such facilities shall be located and protected from damage as directed by the Authority, and the cost of that work will be paid for as extra work as provided in Section F. Contractor shall, if directed by the Authority repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as extra work as provided in Section F. Damage due to Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the Authority that the rearrangement of an underground facility is essential in order to accommodate the project work and the plans and specifications do not provide that the facility is to be rearranged, AuthorityY will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by Contractor and will be paid for as extra work as provided in Section F.

When ordered by the Authority in writing, Contractor shall rearrange any utility or other subsurface structures necessary to be rearranged as a part of the project work and that work will be paid for as extra work as provided in Section F.

Should Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the plans or in the special provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other subsurface structure for the rearrangement and bear all expenses in connection therewith.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of underground utilities or other structures which were not indicated on the plans or in the special provisions or were located in a position substantially different from that indicated on the plans or in the special provisions, (other than delays in connection with rearrangements made to facilitate the

Contractor's construction operations or delays due to a strike or labor dispute). These delays will be considered utilities related delays within the meaning of Section X., Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

BB. LOCATION OF UNDERGROUND FACILITIES (OFFSITE WORK ONLY)

Contractor is required to obtain digging permits prior to start of excavation by contacting the appropriate permitting agencies 15 calendar days in advance. For the Offsite work scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground where existing underground utilities are discovered. Verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made. Perform potholing to confirm location of all the utilities along the construction alignment prior to start of the construction. The Contractor is responsible for all costs associated with these investigations including the cost of equipment, labor and materials required for any confined space entry.

CC. UNFORESEEN HAZARDOUS OR REGULATED MATERIALS

All known hazardous or regulated materials are indicated in the contract documents. If material that is not indicated in the contract documents is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify Authority immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and non-friable asbestos. Within 14 calendar days, the Authority will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Authority will direct Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, Authority will contract with a qualified environmental remediation/hazardous materials removal Contractor for such remediation or removal as may be necessary. The remediation or removal will be performed in compliance with applicable State, Federal, and local environmental laws and regulations.

Contractor shall immediately notify the Authority of any delays to the Contractor's operations as a direct result of Unforeseen Hazardous and Regulated Materials These delays will be considered utilities related delays within the meaning of Section X., Utilities Related Delays and compensation for the delay will be determined in conformance with the provisions in Section M. Contractor shall be entitled to no other compensation for that delay.

SECTION VI: PROJECT SPECIFICATIONS - EXHIBIT B

ORANGE COUNTY TRANSPORTATION AUTHORITY

CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II PROJECT

Project Specific Specifications

IFB 4-2666

April 10, 2025

PREPARED BY

Kimley»Horn

Kimley-Horn
1100 W Town & Country Road
Suite 700
Orange, CA 92868

SECTION 01 01 05

CERTIFICATIONS PAGE

We hereby certify that these Contract Documents have been prepared by us or under our direct supervision in accordance with the rules and regulations governing the Architects and Engineers practicing in the State of California.



Civil Engineer - Division 01, Division 10, Division 31, Division 32, Division 33, Specifications 34 11 27, 34 80 11
Kimley-Horn and Associates, Inc.
1100 W Town & Country Road, Suite 700
Orange, CA 92868



Structural - Division 03, Division 05, Specification 34 80 23
Kimley-Horn and Associates, Inc.
1100 W Town & Country Road, Suite 700
Orange, CA 92868

END OF SECTION 01 01 05

SECTION 01 01 10

TABLE OF CONTENTS

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II PROJECT

Note: The TYPE column indicates whether the section is a Modification (M) of an existing SCRRA Standard Specification section, or a Supplemental (S) Specification section.

All SCRRA standard specifications are hereby included in this contract that are currently posted on SCRRA's Engineering and Construction website

https://metrolinktrains.com/about/agency/engineering--construction/.

The following are modifications or supplemental sections to the 2022 SCRRA Standard Specifications:

SECTION	TITLE	TYPE	PAGES
Division 01	**General Requirements**		
01 11 13	Work Covered by Contract Documents	M	22
01 11 16	Work by SCRRA	M	1
01 14 00	Work Restriction	M	1
01 14 19	Coordination with Utilities	M	15
01 23 00	Options	M	1
01 35 23	Site Safety Requirements	M	1
01 43 23	Contractor Qualifications and Requirements	M	10
01 71 23	Field Engineering	M	1
Division 03	**Concrete**		
03 31 00	Structural Concrete	M	1
03 37 19	Pneumatically Placed Concrete	S	8
Division 31	**Earthwork**		
31 20 00	Earthwork	M	3
Division 33	**Utilities**		
33 42 01	Temporary Channel Diversion System	S	4
Division 34	**Transportation**		
34 11 27	Sub-Ballast and Aggregate Base	M	1

END OF SECTION 01 01 10

SECTION 01 11 13

WORK COVERED BY CONTRACT DOCUMENTS

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

ADD paragraph 1.05 – Summary of Work and the following Tables 1, 2, and 3

1.05 SUMMARY OF WORK

All proposed demolition and construction shall comply with SCRRA Standard Specifications and Engineering Standard Drawings, and shall be performed per the contract plans and specifications, and will generally consist of the following:

A. Clearing and grubbing.
B. Earthwork and site preparation.
C. Confirmation of existing utility locations throughout project limits.
D. Construction of shotcrete and slope paving.
E. Construction of maintenance roadways and curbs.
F. Construction of new underdrains, new drainage features, riprap, and concrete u-channel with temporary channel diversion.
G. Installation of hand railing.
H. Protection of existing utilities.

The tables identified below continue on the following pages:

Table 1: SCRRA Standard Specifications
Table 2: SCRRA Standard Plans
Table 3: Other Governing Documents

Table 1: SCRRA Standard Specifications			
SECTION NO.	**DESCRIPTION**	**SECTION REQUIRED**	**PROJECT SPECIFIC REVISION**
Division 01 – General Requirements			
01 11 13	Work Covered by Contract Documents	Yes	Yes
01 11 15	Definition of Terms and Reference Standards	Yes	No changes
01 11 16	Work by SCRRA	Yes	Yes
01 14 00	Work Restrictions	Yes	Yes
01 14 16	Coordination with SCRRA	Yes	No changes
01 14 19	Coordination with Utilities	Yes	Yes
01 21 00	Allowances	Yes	No changes
01 22 00	Unit Prices	Yes	No changes
01 22 05	Lump-Sum Prices	Yes	No changes
01 23 00	Options	Yes	No changes
01 23 50	Time-Related Overhead	Yes	No changes
01 24 13	Value Engineering Change Proposals (VECP)	Yes	No changes
01 25 00	Substitution Procedures	Yes	No changes
01 26 14	Request for Information	Yes	No changes
01 29 73	Schedule of Values	Yes	No changes
01 31 00	Project Management and Coordination	Yes	No changes
01 31 19	Partnering	Yes	No changes
01 31 99	Period of Performance	Yes	No changes
01 32 17	Construction Project Schedule	Yes	No changes
01 32 33	Photographic Documentation	Yes	No changes
01 33 00	Submittal Procedures	Yes	No changes
01 35 15	Maintenance and Protection of Railroad Traffic	Yes	No changes
01 35 23	Site Safety Requirements	Yes	Yes
01 35 44	Environmental Safety and Health Program	Yes	No changes
01 35 91	Historic Treatment Procedures	No	No changes
01 40 00	Quality Requirements	Yes	No changes
01 43 23	Contractor Qualifications and Requirements	Yes	Yes
01 55 26	Maintenance and Protection of Roadway Traffic	Yes	No changes
01 56 37	Worksite Security Requirements	Yes	No changes
01 56 38	Bird Protection	Yes	No changes
01 56 39	Temporary Tree and Plant Protection	Yes	No changes
01 57 19	Temporary Environmental Controls	Yes	No changes
01 60 00	Product Requirements	Yes	No changes
01 64 00	Authority Furnished Materials and Equipment	Yes	No changes
01 71 13	Mobilization, Demobilization, and Controls	Yes	No changes
01 71 23	Field Engineering	Yes	Yes

Table 1: SCRRA Standard Specifications			
SECTION NO.	**DESCRIPTION**	**SECTION REQUIRED**	**PROJECT SPECIFIC REVISION**
01 74 19	Construction Waste Management and Disposal	Yes	No changes
01 77 00	Substantial Completion	Yes	No changes
01 77 19	Project Closeout	Yes	No changes
01 78 23	Operation and Maintenance Data	Yes	No changes
01 78 36	Warranties and Guarantees	Yes	No changes
01 78 39	Project Record Documents	Yes	No changes
01 79 00	Demonstration and Training	Yes	No changes
01 91 13	General Commissioning Requirements	Yes	No changes
Division 03 – Concrete			
03 21 00	Reinforcing Steel	Yes	No changes
03 31 00	Structural Concrete	Yes	Yes
Division 04 – Masonry			
04 22 00	Concrete Unit Masonry	No	No changes
04 22 10	Environmental Paving	No	No changes
Division 05 – Metals			
05 12 23	Structural Steel	No	No changes
05 52 00	Hand Rails and Railing	Yes	No changes
05 52 10	Pedestrian Swing Gates	No	No changes
05 53 00	Metal Grating	No	No changes
05 55 00	Miscellaneous Metals	No	No changes
Division 09 – Finishes			
09 61 50	Detectable Warning Tactile	No	No changes
09 90 00	Painting and Coatings	No	No changes
09 96 23	Graffiti-Resistant Coating	No	No changes
Division 10 – Specialties			
10 14 53	Roadway (Traffic) Signs	No	No changes
10 14 55	Railroad Signage	Yes	No changes
Division 12 – Furnishings			
12 67 23	Benches and Trash Containers	No	No changes
Division 26 – Electrical			
26 05 00	Basic Electrical Materials and Methods	No	No changes
26 05 43	Electric: Exterior Underground	No	No changes
26 05 50	Overcurrent Protection Devices	No	No changes
26 06 00	Grounding and Bonding	No	No changes
26 07 10	Seismic Controls for Electric Works	No	No changes

Table 1: SCRRA Standard Specifications			
SECTION NO.	**DESCRIPTION**	**SECTION REQUIRED**	**PROJECT SPECIFIC REVISION**
26 07 50	Electrical Identifications	No	No changes
26 08 00	Electrical Testing	No	No changes
26 12 00	Conductors and Cables – Low Voltage	No	No changes
26 13 00	Conduits, Raceways, and Boxes	No	No changes
26 14 00	Wiring Devices	No	No changes
26 28 00	Overcurrent and Short Circuit Protection Devices	No	No changes
26 28 16	Safety Switches	No	No changes
26 28 90	Transient Voltage Suppression	No	No changes
26 41 00	Enclosed Switches and Circuit Breakers	No	No changes
26 42 00	Enclosed Controllers	No	No changes
26 44 10	Switchboards	No	No changes
26 44 20	Service Pedestals and Panelboards	No	No changes
26 46 00	Dry Type Transformers (600 V and Less)	No	No changes
26 50 00	Interior and Exterior Lighting	No	No changes
Division 28 – Electronic Safety and Security			
28 13 00	Access Control System (ACS)	No	No changes
28 23 00	Video Surveillance System (VSS)	No	No changes
Division 29 – Customer Information System (CIS)			
29 00 00	Summary of Work (CIS)	No	No changes
29 00 20	Standards, Abbreviations, and Definitions (CIS)	No	No changes
29 10 60	Power Distribution Testing and Commissioning	No	No changes
29 20 20	Communications Services	No	No changes
29 20 60	System Testing and Commissioning	No	No changes
Division 31 – Earthwork			
31 11 00	Site Clearing	Yes	No changes
31 11 50	Demolition, Cutting and Patching	Yes	No changes
31 20 00	Earthwork	Yes	Yes
31 20 50	Removal and Disposal of Contaminated Soils	Yes	No changes
31 50 00	Excavation Support	Yes	No changes
Division 32 – Exterior Improvements			
32 12 00	Hot Mix Asphalt (HMA) Pavement	No	No changes
32 16 00	Curbs, Gutters, and Sidewalks	Yes	No changes
32 17 23	Pavement Markings	No	No changes
32 31 13	Chain Link Fencing and Gates	Yes	No changes
32 31 14	Security Fencing and Gates	Yes	No changes
32 31 16	Welded Wire Fencing and Gates	Yes	No changes
32 31 19	Tubular Steel Fencing and Gates	Yes	No changes
Division 32 – Exterior Improvements			
32 31 32	Vehicular Gate Operator System	No	No Changes

Table 1: SCRRA Standard Specifications			
SECTION NO.	**DESCRIPTION**	**SECTION REQUIRED**	**PROJECT SPECIFIC REVISION**
32 32 16	Gravity Block Retaining Walls	No	No changes
32 32 20	MSE Retaining Walls	No	No changes
32 80 00	Irrigation System	No	No changes
32 90 00	Landscaping	No	No changes
32 91 00	Soil Erosion, Sediment Control, Top Soiling and Seeding	Yes	No changes
Division 33 – Utilities			
33 05 23	Steel Casing	No	No changes
33 42 00	Culvert and Drainage Pipe	No	No changes
33 46 00	Underdrains	Yes	No changes
Division 34 – Transportation			
Track Materials			
34 11 10	Continuous Welded Rail (CWR)	No	No changes
34 11 15	Other Track Materials (OTM)	No	No changes
34 11 23	Special Trackwork	No	No changes
34 11 26	Ballast	No	No changes
34 11 27	Sub-Ballast and Aggregate Base	Yes	Yes
34 11 33	Concrete Railroad Ties	No	No changes
34 11 34	Wood Railroad Ties	No	No changes
34 11 36	Elastic Rail Fasteners	No	No changes
34 11 40	Precast Concrete Grade Crossing Panels	No	No changes
Traffic Signals			
34 41 16	Traffic Signal Systems	No	No changes
Railroad Signals			
34 42 00	General Signal Requirements	No	No changes
34 42 10	Coordination with SCRRA Procurement Contractor	No	No changes
34 42 16	Signal Wires and Cables	No	No changes
34 42 18	Conduits and Pull Boxes	No	No changes
34 42 38	Interlocking Controls	No	No changes
34 42 40	Solid-State Coded Track Circuits	No	No changes
34 42 42	Signal Layout, Structures and Foundations	No	No changes
34 42 43	Electric Switch Lock Layouts	No	No changes
34 42 44	Relays	No	No changes
34 42 46	Signal Equipment Houses	No	No changes
34 42 48	Power Switch and Lock Movement	No	No changes
34 42 50	Switch Circuit Controller	No	No changes

Table 1: SCRRA Standard Specifications			
SECTION NO.	**DESCRIPTION**	**SECTION REQUIRED**	**PROJECT SPECIFIC REVISION**
34 42 52	Rectifiers, Batteries, and Battery Charging Equipment	No	No changes
34 42 54	Rail Bonding	No	No changes
34 42 56	Signal Grounding	No	No changes
34 42 58	Signal System Testing	No	No changes
34 42 60	Signal Systems Miscellaneous Products	No	No changes
34 42 62	Service Meters	No	No changes
34 42 64	Highway-Rail Grade Crossing Warning Systems	No	No changes
34 42 66	Dragging Equipment Detectors	No	No changes
34 42 70	Wayside Signal Assemblies	No	No changes
Railroad Communications			
34 44 00	Railroad Communication Requirements	No	No changes
34 44 05	Communications Basic Equipment, Materials, and Methods	No	No changes
34 44 10	Prefabricated Communications Shelter	No	No changes
34 44 20	Communications Wire and Cable	No	No changes
34 44 50	Customer Information Systems	No	No changes
34 44 70	Wide Area Network	No	No changes
34 44 95	Data Radio Network	No	No changes
Highway-Rail Grade Crossings			
34 71 50	Highway-Rail Grade Crossings	No	No changes
Track Construction			
34 72 00	Trackwork	No	No changes
34 72 20	Track Shifting, Relocation and Resurfacing	No	No changes
34 72 30	Field Welding Rail	No	No changes
34 72 40	Track Collector Pan System	No	No changes
Railroad Bridges			
34 80 11	Stone Revetment (Riprap)	Yes	No changes
34 80 21	Piling	No	No changes
34 80 22	Cast-In-Drilled Hole (CIDH) Piles	No	No changes
34 80 23	Subdrainage System for Railroad Bridges and Retaining Walls	Yes	No changes
34 80 31	Bridge Deck Drainage System	No	No changes
34 80 32	Adhered Elastomeric Waterproofing for Railroad Bridges	No	No changes
34 80 33	Hot Mix Asphalt (HMA) for Bridges	No	No changes
34 80 43	Precast and Prestressed Concrete for Bridges	No	No changes
34 80 51	Structural Steel for Railroad Bridges	No	No changes
34 80 52	Metal Fabrications for Railroad Bridges	No	No changes
34 80 53	Steel Handrails for Railroad Bridges	No	No changes
34 80 61	Painting and Protective Coating for Bridges	No	No changes

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
1000	**ABBREVIATIONS**	
1101	General Abbreviations Civil & Track	Yes
1102	General Abbreviations Signal, Communications and Station Communications	Yes
1103	General Abbreviations Architectural and Engineering	Yes
1200	**SYMBOLS**	
1201-01	Standard Abbreviations	Yes
1201-02	Standard Abbreviations	Yes
1201-03	Standard Symbols and Patterns	Yes
1201-04	Standard Linestyles	Yes
1211	Standard Title Blocks	Yes
1212	Lettering for Signs	Yes
2000	**ROADBED SECTIONS**	
2001	Roadbed Sections for Track Constructed Using Wood Ties	Yes
2002	Roadbed Sections for Track Constructed Using Concrete Ties	Yes
2003	Roadbed Sections for Exposure to Ocean Surf	No
2004	HMAC Underlayment for Select Critical Locations	No
2005	Turnout Construction Pads	No
2007-01	Grain Size Distribution for Subgrade Soils	Yes
2007-02	Ballast and Subballast Gradation Table	Yes
2100	**CLEARANCES**	
2101	Standard Clearance of Structures	Yes
2102	Minimum Clearance of Structures	Yes
2103	Car (Equipment) Clearance Envelope	Yes
2104	Minimum Vertical Clearances for Wires	Yes
2105	Turnout Walkways and HMAC Underlayment	No
2106	Track Clearance Points at Grade Crossings	No
2107	Track No Ride Zone at Turnouts	No
2108	Switch Stand Placement	No
2109	CPUC Minimum Walkway Standards	Yes
2200	**TRACK GEOMETRY DATA TABLE**	
2201	Vertical Curve Geometry	No
2202-01	Horizontal Curve Geometry	No
2202-02	Track Geometry Data Table	No
2203	Curve Speed, Superelevation and Spiral Length Notes	No
2204-01	Table P3.5 - 3.5 Inch Superelevation Underbalance Standard Spiral Length Table for Passenger	No
2204-02	Table F2.0 - 2.0 Inch Superelevation Underbalance Standard Spiral Length Table for Freight	No
2204-03	Table P3.5M - 3.5 Inch Superelevation Underbalance Minimum Spiral Length Table for Passenger	No
2204-04	Table F2.0M - 2.0 Inch Superelevation Underbalance Minimum Spiral Length Table for Freight	No
2204-05	Table PML - 4.0 Inch Superelevation Underbalance Maintenance Limit for Passenger Operations	No
2204-06	Table FML - 3.0 Inch Superelevation Underbalance Maintenance Limit for Freight Operations	No
2206	Superelevation Tags	No
2207	Track Center Spacing	No
2208	Speed Through Turnouts	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
2209	Facing Point Turnout Arrangement and Spacing	No
2300	**RAIL SECTIONS**	
2301	Data for Standard Rail Sections	No
2302	Inside Guard Rail for Concrete Ties Details	No
2304	Inside Guard Rail for Wood Ties Details	No
2350	**RAIL FASTENERS**	
2351-01	Rail Anchor Applications to Jointed Rail	No
2351-02	Rail Anchor Applications for Continuous Welded Rail with Wood Crossties	No
2351-03	Rail Anchor Applications for Continuous Welded Rail - Transition Wood to Concrete Ties	No
2351-04	Rail Anchor Patterns for CWR on Bridges	No
2352	Track Bolts, Nuts and Washer	No
2353	Switch Rod Clips and Bolts	No
2354	Switch Point Clamp	No
2355	6” Track Spikes, 15/16” Screw Fastener, Tie Plugs and Tight Spike Filler	No
2356	PIM 532 Screw, Insert and Helical Washer for Concrete Ties	No
2357	Square Head Frog Bolts, Square and Hex Nuts and Hardened Flat Washers	No
2358	Tapered Frog Bolt Assembly	No
2359	Spherical (Self Centering) Washer Set	No
2360-01	“Pandrol Fastclip” Concrete Tie Assemblies for Various Rail Combinations	No
2360-02	“Pandrol Fastclip” Concrete Tie Assemblies for Various Rail Combinations	No
2360-03	“Pandrol Fastclip” Concrete Tie Assemblies for Various Rail Combinations	No
2361	“Pandrol” Joint E-Clip Type E2063	No
2362	“Pandrol” Brand Rail Clip “e” Clip	No
2364	“Pandrol” Concrete Tie Pads for use with 5 ½” & 6” Base Rail	No
2365-01	“Pandrol Fastclip” Type Side Post Insulators	No
2365-02	Insulator Side Post for FC1600 Series “Pandrol Fastclip”	No
2366	“Pandrol” Type Fastclip 136LB FC1601 and 115LB - 119LB FC1603	No
2367	“Pandrol” Type Toe Insulator to Suit Fastclip 1600 Series Rail Clips	No
2368	“Pandrol” Type Toe Insulator to Suit “Pandrol” Fastclip 1600 Series Rail Clips For Standard Rail & Joint Applications	No
2369	Weld-On Shoulder for “Pandrol” E-Clips	No
2370	Poly-Insulated Joint 141-136-132 RE Rail	No
2371	Inside Guard Rail Plates for Concrete Ties	No
2372	Forged Transition Rails for New 141/136 LB to 115 LB New and ¼” Head Loss Rail	No
2373	Transition Rails (Planed) for New 141 LB and 136 LB to 132 LB ¼” Head Loss	No
2375	Evergrip Double Head Spike	No
2380	Typical Track Panels 115 LB and 136 LB Timber Ties	No
2400	**TIES**	
2402	Concrete Tie and Fastclip Fastening Standard	No
2403	8’-3” Bottom Pad Tie Fastclip for Use on Bridge Decks	No
2406	Concrete Tie - Guard Rail	No
2407	Concrete Tie - Guard Rail With Neoprene Pad	No
2450	**TIE PLATES**	
2451	Standard 13” Tie Plate for 5 ½” Base Rail	No
2452	14” Tie Plate for 6” Base Rail	No
2453	Rolled Steel Tie Plate to Suit 5 ½” Base AREMA Rail and Pandrol Rail Clips E2055	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
2455	Cast Shoulder to Suit Series FC1600 Fastclip	No
2460-01	Tie Plate Spiking Patterns	No
2460-02	Tie Plate Spiking Patterns For “SP” Plates	No
2463	Double Shoulder Tie Plates 5 ½” and 6” Base Rail	No
2500	**JOINT BARS AND BOLTS**	
2501-01	Rail and Joint Assembly for 115 LB. “RE” Rail	No
2501-02	Rail and Joint Assembly for 115 LB. “RE” Rail for Maint. Use W/ Former SP Punch 2 ½” x 6 ½”x 6 ½”	No
2502	Rail and Joint Assembly 136 LB. “RE” Rail	No
2503	Compromise Joints for Various Weights of Rail	No
2504	Prefabricated Bonded Insulated Joint	No
2600	**DERAILS**	
2601	Derail Use Requirements	No
2602	Connecting Rod Details for Derails	No
2604-01	16’-6” Double Point Derail (LH Shown)	No
2604-02	16’-6” Double Point Derail Bill of Material LH and RH	No
2610	Derailing Switch Target	No
2611	Type “B” Derail Sign	No
2612	Derail Switch Notice	No
2613	Bi-Directional Derail With Crowder	No
2614	Bi-Directional Derail With Crowder with 36E Switch Stand	No
2615	Rail Lubricator	No
2616	Steel Bumping Post Details	No
2700	**SWITCH STANDS, ROLLERS AND RODS**	
2701	High Star Switch Stand Double Crank - Double Headblock	No
2702	Insulated Joint Placement and Derail Location	No
2703-01	Color Indicators of Targets on Switch Stands	No
2703-02	Color Indicators of Targets on Switch Stands	No
2704	Low Star Switch Stand Double Crank - Double Headblock	No
2706	Insulated Gauge Rod	No
2707	22E Switch Stand	No
2708-01	36E & 36EH Switch Stands	No
2708-02	36E & 36EH Switch Stands	No
2709	112E High Switch Stand	No
2710	Switch Stands Hand Throw Adjustments and Installation Instructions	No
2712	Connecting Rod Assembly	No
2715	Identification Tags for Track Components	No
2800	**TURNOUTS**	
2801	No. 8, RBM Frog, Tangential	No
2802	No. 10, RBM Frog, Tangential	No
2803	No. 10, WSM Frog, Schwihag Rollers, Pseudo Tangential	No
2805	No. 14, WSM Frog, Schwihag Rollers, Pseudo Tangential	No
2806	No. 20, WSM Frog, Schwihag Rollers, Pseudo Tangential	No
2807	No. 24, WSM Frog, Schwihag Rollers, Pseudo Tangential	No
2808	No. 10 Crossover (Tie Pattern & Panel Between Frogs)	No
2809	No. 14 Crossover (Tie Pattern & Panel Between Frogs)	No
2810	No. 20 Crossover (Tie Pattern & Panel Between Frogs)	No
2811	No. 24 Crossover (Tie Pattern & Panel Between Frogs)	No
	TURNOUTS (MAINTENANCE)	

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
2901 (1-14)	No. 8, 136 LB. Double Slip Crossing with Solid Manganese Frog	No
2902 (1-20)	No. 10, 136 LB. Double Slip Crossing with Moveable Point Frog	No
2911 (1-15)	No. 8, 136 LB. R.H. RBM Frog Turnout and Crossover	No
2921 (1-16)	No. 10, 136 LB. R.H. RBM Frog Turnout and Crossover	No
2922 (1-15)	No. 10, 136 LB. R.H. SR Frog Turnout and Crossover	No
2931 (1-16)	No. 14, 136 LB. R.H. RBM Frog Turnout and Crossover	No
2941 (1-15)	No. 20, 136 LB. R.H. RBM Frog Turnout and Crossover	No
2951 (1-16)	No. 24, 136 LB. R.H. RBM Frog Turnout and Crossover	No
3000	**STATION**	
	STATION CONFIGURATION	
3001	Abbreviations, Legend and General Notes	No
3002	Side Platforms	No
3003	Metrolink Station Standards Center Platforms	No
3004	Locomotive and Car Elevations	No
3100	**MINI HIGH PLATFORMS**	
3101-01	Mini - High Platform Details	No
3101-02	Mini - High Platform Details	No
3101-03	Precast Mini-High Platform	No
3101-04	Precast Mini-High Platform Details	No
3201	Side Platforms Typical Sections	No
3202	Center Platforms Typical Sections	No
3203-01	Detectable Warning Tile and Marking Details	No
3203-02	Detectable Warning Tile and Marking Details	No
3300	**STATION SIGNAGE**	
3301-01	Sheet Index and General Notes	No
3301-02	Graphic Standards	No
3302-01	Station Sign Menu	No
3302-02	Station Sign Menu	No
3303-01	Station Site Typical Sign Location Plan	No
3303-02	Side Platform Typical Sign Location Plan	No
3303-03	Side Platform Typical Sign Location Plan	No
3305	Primary Identification Monument Sign - Sign Type I	No
3306	Vehicular Directional Freestanding Sign - Sign type 2	No
3307-01	Information / Restrictive Sign Copy Layouts - Sign Type 3	No
3307-02	Information / Restrictive Sign Details - Sign Type 3	No
3307-03	Information / Restrictive Sign Attachment Details - Sign Type 3	No
3307-04	Information / Restrictive Sign Exit Sign Installation Details - Sign Type 3	No
3308	Trailblazer Directional Sign - Sign Type 4	No
3309	Parking Restrictive Sign Pole Mounted - Sign Type 5	No
3310	Accessible Parking Identification Sign - Sign Type 6	No
3311	Accessible Parking Information Sign - Sign Type 7	No
3314	Track Directional Sign - Sign Type 11	No
3315	Elevator Directional Sign - Sign Type 12	No
3316	Elevator Identification Flag Mounted - Sign Type 13	No
3317	Pedestrian Warning Signs at Station Platforms - (Sign Type 14)	No
3318	Pedestrian Directional Sign Gate Mounted - Sign Type 15	No
3319	Pedestrian Directional Look Sign Post Mounted - Sign Type 16	No
3320	Station Identification Sign (Small) - Sign Type 20	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
3321	Station Identification Sign (Large) - Sign Type 21	No
3322	CPUC Railroad Crossing Sign Post Mounted - Sign Type 22	No
3323	Accessibility Sign - Sign Type 23	No
3324	Pedestrian Restrictive / Information Sign - Sign Type 24	No
3325	ADA Station Identification Sign (Braille) - Sign Type 25	No
3326	Map / Info Kiosk Freestanding - Sign Type 26	No
3327	ADA Station Identification at Track - Sign Type 27	No
3328-01	Display Case Wall or Post Mounted - Sign Type 28	No
3328-02	Display Case Post Mounted Single Sided - Sign Type 28	No
3330-01	Train Position Marker - Sign Type 30	No
3330-02	New Train Position Marker - Sign Type 30	No
3330-03	Side Platform Typical Sign Location Plan	No
3330-04	Side Platforms Locomotive Position Marker Plan	No
3330-05	Side Platforms Locomotive Position Marker Plan	No
3330-06	Center Platform Locomotive Position Marker Plan	No
3332	Passenger Information Telephone - Sign Type 41	No
3400	**STATION COMMUNICATION EQUIPMENT**	
3401-01	Metrolink Station Conduit Layout - Side Platform	No
3401-02	Metrolink Station Conduit Layout - Center Platform	No
3402-01	Metrolink Station Conduit Layout Details - Side Platform	No
3402-02	Metrolink Station Conduit Layout Details - Center Platform	No
3403	Single Tennant Communications Equipment Room Conduit Layout	No
3404	Shared Tennant Communications Equipment Room Conduit Layout	No
3405-01	Metrolink Station TVM Pad (COMPLETE CONFIGURATION)	No
3405-02	Metrolink Station TVM Pad (MINIMUM CONFIGURATION)	No
3501-01	Customer Information System (CIS) For Existing Stations	No
3501-02	Customer Information System (CIS) For Existing Stations Speaker Diagram	No
3501-03	Customer Information System (CIS) For Existing Stations LED Message Sign Diagram	No
3501-04	Customer Information System (CIS) For Existing Stations LED Video Monitor Diagram	No
3502-01	Customer Information System (CIS) For New Stations	No
3502-02	Customer Information System (CIS) For New Stations Speaker Diagram	No
3502-03	Customer Information System (CIS) For New Stations LED Message Sign Diagram	No
3502-04	Customer Information System (CIS) For New Stations LED Video Monitor Diagram	No
3503	LED Message Sign Mounting Details	No
3504-01	LED Video Monitor Assembly Mounting Details	No
3504-02	LED Video Monitor Assembly Mounting Post Foundation Detail	No
3505	CIS Materials List	No
3601	Video Surveillance System (VSS) Mounting & Spacing Details (Typical)	No
3602	Video Surveillance System (VSS) Typical Network Line Diagram	No
3603	Video Surveillance System (VSS) Camera Field of View Details	No
3604-01	Video Surveillance System (VSS) Equipment Mounting Configurations (Typical)	No
3604-02	Video Surveillance System (VSS) Equipment Mounting Configurations (Typical)	No
3604-03	Video Surveillance System (VSS) Equipment Mounting Configurations (Typical)	No
4000	**GRADE CROSSINGS**	
4000	PEDESTRIAN FACILITIES	No
4001	Highway Rail Grade Crossing - Typical Sections	No
4002-01	Pedestrian Swing Gate Details	No
4002-02	Pedestrian Swing Gate Details	No
4003	Pedestrian Gate Layout, Signal Foundation and ADA Ramp Details	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
4004	Pedestrian Crossing Design Consideration Table	No
4005	Pedestrian Barricade and Metal Hand Railing Details	No
4006-01	Grade Crossing Marking and Signage	No
4006-02	Grade Crossing Marking and Signage	No
4011	Pedestrian Facilities At Vehicle Crossing Entrance Gates Only	No
4012	Pedestrian Facilities At Vehicle Crossing Entrance / Exit Gates	No
4013	Pedestrian Facilities At Acute Angle Vehicle Crossing - Entrance Gates Only	No
4014	Pedestrian Facilities At Acute Angle Vehicle Crossing - Entrance / Exit Gates	No
4015	Pedestrian Facilities At Obtuse Angle Vehicle Crossing - Entrance / Exit Gates	No
4016	Pedestrian Facilities At Obtuse Angle Vehicle Crossing - Entrance Gates Only	No
4017	Typical Pedestrian Treatment Details	No
4018	Pedestrian Crossing Only	No
4020	Pedestrian / Vehicle Crossing Adjacent to Station	No
4021	Pedestrian Crossing Adjacent to Station	No
4200	**PRECAST CONCRETE PANELS**	
4201-01	Precast Concrete Panels for Highway - Rail Grade Crossing	No
4201-02	Precast Concrete Panels for Highway - Rail Grade Crossing	No
4201-03	Precast Concrete Panels for Highway - Rail Grade Crossing	No
4300	**TEMPORARY TRAFFIC CONTROLS**	
4301-01	Temporary Traffic Control At or Near Grade Crossings	No
4301-02	Temporary Traffic Control At or Near Grade Crossings	No
4302	Temporary Construction Crossing	Yes
4310	Highway - Railroad Crossing Crossbuck Sign	No
4311	Private, Pedestrian And Bicycle Railroad Grade Crossing Sign	No
4312	Private Crossing Closure Notification Sign	No
5000	**RIGHT OF WAY**	
5000	**PIPELINE STANDARDS**	
5001	Pipelines for Non-Flammable Substances Across or Along R.O.W.	Yes
5002	Pipelines for Flammable and Hazardous Substances Across or Along R.O.W.	Yes
5100	**FENCE STANDARDS**	
5102	Station Fencing Platform Edge Fence and Inter-track Fence	No
5103	R.O.W. Fencing High Security Ornamental Fencing	No
5104	R.O.W. Fencing (Tube Steel)	No
5105	R.O.W. Fencing (Welded Wire Mesh)	No
5106	R.O.W. Fencing (Chain Link)	Yes
5107-01	Security Access Gate Details	Yes
5107-02	Security Access Gate Details	Yes
5200	**CONSTRUCTION PROJECT SIGNS**	
5201	Construction Project Funding Identification Sign (Federal)	Yes
	WAYSIDE SIGNS	
5210	Details for Installing Signs at Grade	No
5211	Milepost	Yes
5212	Quarter Mile Increment Marker	Yes
5213	Permanent Speed Restriction Signs	No
5214	Warning Signs	Yes
5215	Stop, Slow and Resume Speed Flags and Signs	Yes
5216	Whistling Point / Quiet Zone Sign	No
5217	Yard Limit Sign for Terminal Tracks	No
5218-01	CP Limit Sign	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
5218-02	CP Limit Sign Rail Markings	No
5219	Flag Stanchion	No
5222	Station Signs for Other Than CTC Territory	No
5223	Mechanical Limit and No Ride Zone Signs	No
5225	Warning Paddle	No
5229	Underground Cable Sign	Yes
5230	Marking For Track Identification	No
6000	**STRUCTURES**	
6000	**BRIDGES**	
6001 1-26	Precast / Prestressed Concrete Double Box Beam Bridges	No
6002 1-22	Precast / Prestressed Concrete Slab Beam Bridges	No
6003 1-4	General Details Precast Concrete Culverts (Single and Double Box)	No
6100	**SIGNS FOR STRUCTURES**	
6101	Bridge Trestle & Culvert Numbers	No
6102	Tunnel Numbers	No
6103	Radio Channel Sign	No
6104	Tunnel Exit Sign	No
6300	**CULVERTS**	
6301	End Treatments for Pipe Culverts General Notes	Yes
6302-01	General Arrangement for Type A Headwalls	No
6302-02	Culvert Pipe Lengths for Type A Headwalls	No
6304-01	Type A-1 Headwall Framing Details	No
6304-02	Type A-1 Headwall Reinforcing Details	No
6304-03	Type A-1 Headwall Reinforcing Schedule	No
6306-01	Type A-2 Headwall Framing Details	No
6306-02	Type A-2 Headwall Reinforcing Details	No
6306-03	Type A-2 Headwall Reinforcing Schedule	No
6308-01	Type A-3 Headwall Framing Details	No
6308-02	Type A-3 Headwall Reinforcing Details	No
6308-03	Type A-3 Headwall Construction Sequence	No
6308-04	Type A-3 Headwall Reinforcing Schedule	No
6310-01	Type A-M Headwall Framing Details	No
6310-02	Type A-M Headwall Reinforcing Details	No
6310-03	Type A-M Headwall Reinforcing Schedule	No
6330	Handrail Layout and Details	Yes
6340	Construction Notes & Table for Smooth & Corrugated Steel Pipe Culverts	No
7000	**MAINTENANCE AND LAYOVER FACILITIES**	
7000	**WALKWAY CLEARANCES**	
7001-01	Walkway Clearance for Facilities With Under Track Pits	No
7001-02	Walkway Clearance for Facilities Without Under Track Pits	No
7100	**FACILITIES**	
7101-01	Dump Station Layout	No
7101-02	Dump Station Vault Details	No
7101-03	Dump Station Vault Aluminum Lid Details	No
7102	Flushing Manhole Details	No
7103	Potable Water Station	No
7104-01	Typical Inspection Pit Plan	No
7104-02	Inspection Pit Section and Details	No
7104-03	Inspection Pit Partial Elevation	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
7104-04	Inspection Pit Stair Plan and Section	No
7104-05	Inspection Pit Stair Plan, Sections and Details	No
7105	Jacking Pad Plan, Sections and Details	No
7109	Oil Drip Collector Pans Plan, Elevation and Section	No
7110	Track Spacing at Maintenance Facilities	No
7111	Roadway Details at Maintenance Facilities	No
7112	Lighting at Maintenance Facilities Foundation and Fixture	No
7200	**COMPRESSED AIR FACILITY**	
7201-01	Compressed Air Plumbing Schedule & Details	No
7201-02	Miscellaneous Equipment Foundations	No
7300	**POWER SYSTEM**	
7301-01	Ground Power System - Typical 600A Panel Schematic	No
7301-02	Ground Power System - Panel Layouts	No
7302	480V Wayside Power - Cordset Details	No
8000	**SIGNAL STANDARDS**	
ES8000-01	Minimum Braking Distance Table for Freight Trains Ascending	No
ES8000-02	Minimum Braking Distance Table for Freight Trains Descending	No
ES8005-01	Freight Train Reducing Distances	No
ES8005-02	Freight Train Reducing Distances	No
ES8005-03	Freight Train Reducing Distances	No
ES8010	Passenger Train Braking and Reducing Distances	No
ES8020-01	Speed - Time - Distance Chart	No
ES8020-02	Speed - Time - Distance Chart	No
ES8030	Standard Bit Assignment	No
ES8100-1	**Check B4 U Change**	No
ES8100-2	Miscellaneous Signal Circuit Plan Symbols	No
ES8105	Miscellaneous Signal Component Symbols	No
ES8106-01	Miscellaneous Signal Equipment Details	No
ES8106-02	Miscellaneous Signal Equipment Details	No
ES8106-03	Miscellaneous Signal Equipment Details	No
ES8107-01	Miscellaneous Component and Equipment Applications	No
ES8107-02	Miscellaneous Component and Equipment Applications	No
ES8110	Shelf and Vital Relay Symbols	No
ES8115	Relay Contact Symbols	No
ES8120	Plug-In Relay Base Coil & Jumper Wiring with Contact Arrangement	No
ES8125	Grade Crossing Symbols	No
ES8130	Wayside Signal Symbols and Track Configurations	No
ES8135	Switch and Derail Symbols and Configurations	No
ES8140	Circuit Controller and Electric Lock Contact Symbols	No
ES8145	Ohms Law	No
ES8150	Wago and Board Wiring Details	No
ES8155	Terminal Board Details	No
ES8205	Typical Signal Terminal Box	No
ES8210	Cable Termination	No
ES8215-01	Placement of Instrument Enclosure	No
ES8215-02	Placement of Signal Foundation	No
ES8220	Placement of Insulated Joints	No
ES8223	Underground Signal Conduit Installation	No
ES8225-02	4’X4’X4’ Concrete Pull Box Installation	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES8230	Multiple Track Wire Installation	No
ES8235	Termination NBS Shunt Installation	No
ES8237	Wide Band Shunt (WBS) Installation	No
ES8238	Alstom (TJC-1A) Tuned Joint Coupler Track Wire Installation	No
ES8240	Rail and Frog Bonding Details	No
ES8245	Placement of Fouling Bridles	No
ES8250	Foundation For Ped Gate Assembly	No
ES8253	Foundation For Dwarf Signal	No
ES8255	Foundation for Ground Wayside Signal and Warning Device Assembly	No
ES8257	Wayside Cantilever Foundation 4 Mast – 16 Bolt	No
ES8270	Emergency Notification Sign for Highway-Rail Grade Crossing	No
ES8271	Typical Legend For Control Point Instrument Enclosure	No
ES8275	Typical Power Off Indication Light	No
ES8280	Grounding Details	No
ES8290	Standard Signs Begin Circuit, End Circuit	No
ES8291	Standard Signs Begin CTC, End CTC	No
ES8292	Standard Wayside Stop Sign	No
ES8300	Flashing Light Signals Assembly With or Without Gate	No
ES8305	Flashing Light Signals Configuration (CPUC No. 8)	No
ES8306	Flashing Light Signals with Gate Configurations (CPUC No. 9, 9-A and 9-E)	No
ES8308	Typical Gate Assemblies for Pedestrian Treatments at Vehicle Crossings	No
ES8309	Typical Gate Assembly for Pedestrian and Bicycle Only Crossings	No
ES8320	Single Mast Crossing Cantilever Assembly 10’ Thru 30’ Arm Length	No
ES8325	Double Mast Crossing Cantilever Assembly 30’ Thru 40’ Arm Length	No
ES8330-01	Single Mast Cantilever Foundation 4-Bolts 12’ to 26’ Maximum	No
ES8330-02	Double Mast Cantilever Foundation, 6 Bolts Siemens Systems	No
ES8330-03	Double Mast Cantilever Foundation, 8 Bolts 27’ to 40’ Maximum	No
ES8335	Foundations for Cantilever Assemblies (Alternative Design for Use At Constrained Locations)	No
ES8350-01	Location Plan Flashing Light Signals with Entrance Gates	No
ES8350-02	Location Plan Flashing Light Signals with Entrance Gates, Gates, Exit Gates, Ped Gates Instrument Enclosure, Pull Box & Conduit Layout	No
ES8355	Typical Location Plan Flashing Light Signals with Entrance and Exit Gates	No
ES8360	Typical Location Plan Cantilever Flashers With Entrance Gates	No
ES8365	Typical Location Plan Cantilever Flashers With Entrance and Exit Gates	No
ES8370	Typical Location Plan Flashing Light Signals With Entrance Gates and Median	No
ES8375	Typical Location Plan Flashing Light Signals With Entrance and Exit Gates And Median	No
ES8380	Typical Location Plan Cantilever Flashers with Entrance Gates and Median	No
ES8385	Typical Location Plan Cantilever Flashers with Entrance and Exit Gates and Median	No
ES8390	Typical Location Plan Pedestrian Flashing Light Signals With Pathways Crossing Configuration	No
ES8395	Typical Location Plan Pedestrian Flashing Light Signals with Vehicle Crossing Configuration	No
ES8400	Typical Light Unit Alignment For Flashing Light Signals at Grade Crossings	No
ES8405-01	Installation and Placement of Vital Inductive Loops Used With Exit Gates	No
ES8405-2	Typical Vehicle Detection Radar Configurations	No
8410-1	Typical Wireless Crossing Nearside Station Stop System	No
ES8450-01	Typical LED Gate Arm Lamp Complete With Hardware	No
ES8450-02	Typical LED Gate Arm Lamp Specifications	No
ES8460	Typical Fiber Reinforced Polyglass Gate Arm Tip Section with Vertical Striping	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES8461	Typical Fiber Reinforced Polyglass Gate Arm Mid Section with Vertical Striping	No
ES8462	Typical Gate Arm Aluminum Base Section with Vertical Striping	No
ES8465	Typical 26’ High Wind Gate Arm Kit with Vertical Striping	No
ES8466	Typical 32’ High Wind Gate Arm Kit with Vertical Striping	No
ES8470	Typical Wind Support	No
ES8500	Typical Ground Signals with One Platform Ladder Assembly	No
ES8505	Typical Ground Signal with Two Platform Ladder Assembly	No
ES8506-01	Typical 21’ Ground Signal Mast with Pole Mounted Junction Box and Predrilled for Two Signal Heads	No
ES8506-02	Typical 21’ Ground Signal Mast with Pole Mounted Junction Box and Predrilled for Four Signal Heads	No
ES8510	Wayside Signal Cantilever Structure	No
ES8515	Wayside Signal Bridge Structure	No
ES8520	Typical Dwarf Signal Assembly	No
ES8525	Typical LED Color Light Signal Unit Details	No
ES8530	Typical Ground Signal Junction Box	No
ES8540	Typical Signal Number Plate For Use At Intermediate Signal Locations	No
ES8545	Typical “P” Sign for Use At Protective Signal Locations	No
ES8550	Grade Marker Typical	No
ES8605	M23A Dual Control Switch Layout for No. 8, No. 10, & No. 14 Right Hand Turnouts	No
ES8610	M23-A Dual Control Switch Layout for No. 8, No. 10, & No. 14 Left Hand Turnouts	No
ES8615	M23-A Dual Control Switch Layout for No. 20 & No. 24 Right Hand Turnouts	No
ES8620	M23-A Dual Control Switch Layout for No. 20 & No. 24 Left Hand Turnouts	No
ES8621-01	M23-A Dual Control Switch Layout For Hollow Tie No. 20 Left Hand Machine and Turnout	No
ES8621-02	M23A-E Dual Control Switch Layout For Hollow Tie No. 20 Left Hand Machine and Turnout	No
ES8621-03	M23-A Dual Control Switch Layout For Hollow Tie No. 20 Right Hand Machine and Turnout	No
ES8621-04	M23A-E Dual Control Switch Layout For Hollow Tie No. 20 Right Hand Machine and Turnout	No
ES8622-01	M23-A Dual Control Switch Layout For Hollow Tie No. 10 Left Hand Machine and Turnout	No
ES8622-02	M23A-E Dual Control Switch Layout For Hollow Tie No. 10 Left Hand Machine and Turnout	No
ES8622-03	M23-A Dual Control Switch Layout For Hollow Tie No. 10 Right Hand Machine and Turnout	No
ES8622-04	M23A-E Dual Control Switch Layout For Hollow Tie No. 10 Right Hand Machine and Turnout	No
ES8623-01	WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23-A Power Switch on Left Hand Side	No
ES8623-02	WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23A-E Power Switch on Left Hand Side	No
ES8623-03	WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23-A Power Switch on Right Hand Side	No
ES8623-04	WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23A-E Power Switch on Right Hand Side	No
ES8623-05	WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For Hand Throw Switch on Left Hand Side	No
ES8624-01	Alternative Layout For WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23-A Power Switch on Right Hand Side	No
ES8624-02	Alternative Layout For WCH No. 8 HBSX Bi-Directional Derail with No. 8 WCX Wheel Crowder on Wood Ties For M23A-E Power Switch on Right Hand Side	No
ES8625	Push – Pull Helper Rod Assembly for No. 20 Right or Left Hand Turnouts	No
ES8630	Push – Pull Helper Rod Assembly for No. 24 Right or Left Hand Turnouts	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES8635-01	Push-Pull Helper Rod Assembly Details “T” Crank & Pipe Guide Aux Connection	No
ES8635-02	Push-Pull Helper Rod Assembly Details Screw Jaw, Solid Jaw & Adjustable Link	No
ES8650	Typical Left or Right Hand Racor Type “MF” Insulated “Front” Rod for No. 8, No. 10, & No. 14 Turnouts	No
ES8655	Typical Left or Right Hand Racor Type “MF” Insulated “Front” Rod for No.20 & no. 24 Turnouts	No
ES8660	Typical Racor Type “SMJ” No. 1 Insulated “Basket” Rod for No. 8, No. 10, & No. 14 Turnouts	No
ES8665	Typical Racor Type “SMJ” No. 1 Insulated “Basket” Rod for No.20 & No. 24 Turnouts	No
ES8700	Internal Point Detector Bar For M23-A Power Switch Machine	No
ES8705	Point Detector Connecting Rod for Dual Control Switch Applications	No
ES8710	Internal Lock Rod Assembly	No
ES8715	Lock Rod Drop Lug	No
ES8720	Lock Rod Connecting Rod	No
ES8725	Switch Operating Lug (Bear Claw)	No
ES8730	Switch Operating Rod for Dual Control Switch Applications	No
ES8735	Universal Extension Plate for 14’-0” Dapped Headblock Tie	No
ES8740	14’-0” or 16’-0” Dapped Headblock Tie	No
ES8750	Various Tie Straps For Dual Control Switch Layout Applications	No
ES8755-01	Typical Pedestal Junction Box	No
ES8755-02	Typical Pedestal Junction Box	No
ES8760	Circuit Controller Placement At Hand Throw Switches	No
ES8765-01	Model 10A On 50/51 Hand Throw	No
ES8765-02	Model 10A on Meridian Hand Throw	No
ES8800	Hot Bearing Detector Layout	No
ES8803	Typical Retaining Wall for Signal Facility Instrument Enclosure with Post and Cable Fall Protection	No
ES8804	Typical Retaining Wall for Signal Facility Instrument Enclosure with Chain Link Fence Fall Protection	No
ES8805	Retaining Wall Block Details	No
ES8810	Dragging Equipment Detector Layout	No
ES8820-01	Typical Bridge Deck Mounted HWD	No
ES8820-02	High Water Detector Layout Line Connection	No
ES8830	High -Wide Load Detector Layout Valley Subdivision	No
ES8831	High -Wide Load Detector Layout Ventura Subdivision	No
ES8901	Signal Fiber 2” Conduit Duct Bank Trench Detail	No
ES8902	Signal Fiber Pull Box Layout & Grounding Requirements	No
ES8903	Signal Fiber Cable Tagging & Labeling	No
ES8904	Signal Fiber Logical Network & Route Diagram	No
ES8905	Signal & Crossing Fiber Network Connection Details	No
ES8906	Signal & Crossing Network Physical Fiber Layout 1 of 2	No
ES8907	Signal & Crossing Network Physical Fiber Layout 2 of 2	No
ES8908	Signal Fiber Pull Box Butterfly Diagrams Configuration 1	No
ES8909	Signal Fiber Pull Box Butterfly Diagrams Configuration 2	No
ES8910	Signal Fiber Pull Box Butterfly Diagrams Configuration 3	No
ES8911	Signal Fiber Pull Box Butterfly Diagrams Configuration 4	No
ES8912	Signal Fiber Pull Box Butterfly Diagrams Configuration 5	No
ES9000	**COMMUNICATIONS GENERAL**	No
ES9000-01	Communications Engineering Standards Index Sheet	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES9000-02	Communications Engineering Standards Index Sheet	No
ES9000-03	Communications Engineering Standards Index Sheet	No
ES9002	List of Acronyms	No
ES9003	Index of Symbols	No
ES9004	Abbreviations and Notes	No
ES9005	Point to Multipoint Communications System Overview	No
9100	**DATA RADIO SYSTEM**	
ES9100	900MHz Data Radio System Overview	No
ES9105	900Mhz Antenna Typical Self Support Tower Installation	No
ES9110	900Mhz Antenna Typical Shelter Rooftop Installation	No
ES9115	900Mhz Antenna Typical Tilt Down Tower Installation	No
ES9120	900Mhz Antenna Cable Configurations	No
ES9125	Typical 900Mhz ATCS Base Radio Circuits	No
ES9130	Typical 900Mhz Equipment Rack	No
ES9150	Ethernet Radio System Overview	No
ES9155	Ethernet Radio Antenna Typical Self Support Tower Installation	No
ES9160	Ethernet Radio Antenna Typical Tilt Down Tower Installation	No
ES9170	Ethernet Radio Access Point Circuits	No
ES9175	Ethernet Radio Subscriber Circuits	No
ES9180	Typical Access Point Ethernet Radio Rack Layout	No
ES9185	Typical Ethernet Radio Subscriber Wall Detail	No
9200	**VOICE RADIO SYSTEM**	
ES9200	Metrolink Voice Radio System Subscribers	No
ES9205	VHF Antenna Typical Self Support Tower Installation	No
ES9210	VHF Antenna Typical Shelter Rooftop Installation	No
ES9215	VHF Antenna Cable Configurations	No
ES9220-01	Typical VHF Base Radio Circuits	No
ES9220-02	Typical PBX Base Radio Circuits	No
ES9230-01	Typical VHF Equipment Rack	No
ES9230-02	Typical PBX Equipment Rack	No
9250	**SECURITY DATA NETWORK**	
ES9250	Security Data Network System Overview	No
ES9255-01	Typical SDN System Circuits Location 1 Example	No
ES9255-02	Typical SDN System Circuits Location 2 Example	No
ES9255-03	Typical SDN System Circuits Location 6 Example	No
ES9260	Typical SDN Equipment Rack	No
9300	**PTC RADIO SYSTEM**	
ES9300	Base Station Sites Mountain - Top Site Details Positive Train Control System Overview	No
ES9305	PTC Antenna Typical Self Support Tower Installation	No
ES9310	PTC Antenna Typical Tilt Down Tower Installation	No
ES9315	PTC System Antenna Configurations	No
ES9320-01	Typical PTC Circuits – Base Station	No
ES9320-02	Typical PTC Circuits – Control Point	No
ES9320-03	Typical PTC Circuits – Intermediate Signal	No
ES9320-04	Typical PTC Circuits – Nearside Signal	No
ES9325-01	Typical PTC Equipment Rack – Base Station	No
ES9325-02	Typical PTC Equipment Rack and Wall Layout - Control Point	No
ES9325-03	Typical PTC Equipment Rack and Wall Layout – Intermediate Signal	No
ES9325-04	Typical PTC Equipment Rack and Wall Layout – Nearside Signal	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES9330	PTC Initialization Typical Tilt Down Tower Installation	No
ES9335	PTC Initialization Access Point Circuits	No
ES9340	PTC Initialization Enclosure Components	No
9400	**COMMUNICATIONS SHELTER**	
ES9400-01	Typical Communications Single Tenant Floor Plan	No
ES9400-02	Single Tenant AC Panel Circuit Schedule	No
ES9405-01	Typical Communications Dual Tenant Floor Plan	No
ES9405-02	Dual Tenant AC Panel Circuit Schedule	No
ES9410	Pre Fab Shelter Ceiling Plan and Panel Connection Details	No
ES9415	Typical Pre Fab Shelter Exterior Elevation Views	No
ES9420	Pre Fab Shelter Foundation and Entrance Conduit Details	No
ES9425	Pre Fab Shelter Grounding Scheme	No
ES9430	Typical Wall B Utilization	No
ES9435	Equipment Rack for Wayside and Secure Mountain Top Sites	No
ES9440	Typical Ladder Equipment Rack Attachment and Cable Management	No
ES9445-01	Typical Power Distribution Circuits	No
ES9445-02	Typical Power Monitoring Circuits	No
ES9445-03	Typical Communication Shelter Alarm Circuits	No
ES9450	Remote Monitor Camera Systems	No
ES9455	Typical DC Battery Plants	No
ES9460	Typical Communications Power Rack	No
9500	**FIBER OPTIC - SYSTEM**	
ES9500	Fiber Optic System Overview	No
ES9505	Train Control and CIS Network Configuration and Cabling Requirements	No
ES9510-01	Fiber Cable and Termination Requirements	No
ES9510-02	Fiber Distribution Panel Termination Detail	No
ES9510-03	Fiber Distribution Panel Splicing Standards and Trace Wire Cable Detection	No
ES9515	Train Control Fiber Optic Network Links and Typical Port Assignments	No
ES9520-01	Fiber Optic Systems Circuits Location 1 Example	No
ES9520-02	Fiber Optic Systems Circuits Location 2 Example	No
ES9520-03	Fiber Optic Systems Circuits Location 6 Example	No
ES9525	Typical Fiber Optic System Equipment Rack	No
ES9530-01	Typical Cable Run List	No
ES9530-02	Typical Cable Label Scheme	No
9600	**FIBER OPTIC – OUTSIDE PLANT**	No
ES9600-01	Backhaul Fiber Logical Network and Route Diagram	No
ES9600-02	Backhaul Fiber Logical Network and Route Diagram	No
ES9605-01	Communications Fiber Network Connection Details	No
ES9605-02	Communications Fiber Network Connection Details	No
ES9605-03	Communications Fiber Network Connection Details	No
ES9610-01	Backhaul Working Cable Physical Fiber Layout (Buffers 1-6)	No
ES9610-02	Backhaul Working Cable Physical Fiber Layout (Buffers 1-6)	No
ES9610-03	Backhaul Working Cable Physical Fiber Layout (Buffers 1-6)	No
ES9610-04	Backhaul Working Cable Physical Fiber Layout (Buffers 1-6)	No
ES9611-01	Backhaul Protect Cable Physical Fiber Layout (Buffers 1-6)	No
ES9611-02	Backhaul Protect Cable Physical Fiber Layout (Buffers 1-6)	No
ES9611-03	Backhaul Protect Cable Physical Fiber Layout (Buffers 1-6)	No
ES9611-04	Backhaul Protect Cable Physical Fiber Layout (Buffers 1-6)	No
ES9615	Fiber Route Typical Placement Future Double Track Alignment	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES9620	Communications Fiber Conduit Depth and Construction	No
ES9625	Pull Box and Conduit Placement	No
ES9630	Cable Depths Around Culverts and Ditches	No
ES9635	Pull Box Placement and Service Loop Details	No
ES9640	Communications Fiber Pull Box Layout	No
ES9645	Communications Fiber Cable Tagging and Labeling	No
ES9650-01	Communications Fiber Pull Box Butterfly Diagrams Configuration 1	No
ES9650-02	Communications Fiber Pull Box Butterfly Diagrams Configuration 2	No
ES9655-01	Engineering Specifications Fiber Cable Marker Installation	No
ES9655-02	Engineering Specifications Fiber Cable Marker Installation	No
9700	**MICROWAVE RADIO SYSTEM AND COMPOUND**	
ES9700	Microwave Radio System Overview	No
ES9705	Microwave Compound Layout	No
ES9710	Microwave Antenna Typical Self Support Tower Installation	No
ES9715	Microwave Antenna Typical Monopole Installation	No
ES9720	Microwave Compound Typical Grounding Plans	No
ES9725	Microwave Antenna Cable Configuration	No
ES9730	Standby Generator Electric System Overview	No
ES9735	Typical Dehydrator Alarm Circuits	No
ES9740	Microwave Radio Circuits	No
ES9745	Typical Microwave Radio Equipment Wall Detail	No
ES9750	Typical Microwave Radio Equipment Rack	No
9800	**CUSTOMER INFORMATION SYSTEMS - STATIONS**	
ES9800	Customer Information Systems Overview	No
ES9805-01	Station Single Platform Typical CIS	No
ES9805-02	Station Single Platform Typical CIS	No
ES9810-01	Station Double Platform Typical CIS	No
ES9810-02	Station Double Platform Typical CIS	No
ES9815-01	Typical CIS Controller Circuits	No
ES9815-02	Typical CIS Controller Circuits	No
ES9820	Typical CIS Public Address Circuits	No
ES9825-01	Typical CIS LED Sign Circuits	No
ES9825-02	Typical CIS LED Sign Circuits	No
ES9830	Typical LED Monitor Enclosure Circuits	No
ES9835	Typical CIS Equipment Rack	No
ES9840-01	CIS LED Monitor Enclosure with AC and Post Assembly	No
ES9840-02	CIS LED Monitor Enclosure Assembly Drawing	No
9850	**VIDEO SURVEILLANCE SYSTEM**	
ES9850	Video Surveillance System Overview	No
ES9855	Typical VSS Circuits	No
ES9860	Typical VSS Equipment Rack	No
ES9865	Typical VSS Pole Mounted Enclosure	No
9900	**PRODUCTS**	
ES9900	Products Data Radio Systems	No
ES9905	Products Voice Radio System	No
ES9910	Products Security Data Network	No
ES9915	Products PTC Radio System	No
ES9920	Products Communications Shelter	No
ES9925	Products Fiber Optic System	No

Table 2: SCRRA Standard Plans		
Dwg No.	SCRRA Description of Title or Standard	Required
ES9930	Products Fiber Optic Outside Plant	No
ES9935	Products Microwave Systems	No
ES9940	Products Customer Information Systems	No
ES9945	Products Video Surveillance Systems	No

Table 3: Other Governing Documents*
Description or Title
Project Documents
Design Plans Issued for Construction
Project Specifications
Hydrology and Hydraulics Report
Geotechnical Memorandum
Stormwater Pollution Prevention Plan Permit (SWPPP) / National Pollutant Discharge Elimination System (NPDES) Permit
Project Environmental Reports
Other Documents
AASHTO Manuals and Publications
AREMA Manuals and Publications
Cal/OSHA Manuals and Publications
Caltrans Standard Plans and Specifications
California Building Code
FRA 49 Code of Federal Regulations
Standard Specifications and Plans for Public Works Construction (“Greenbook”)
SCRRA Track Maintenance Manual

*List is not comprehensive and other documents and permits may be required as part of the project

END OF SECTION 01 11 13

SECTION 01 11 16

WORK BY SCRRA

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

DELETE the following sections:

~~**1.04 AUTHORITY FURNISHED LABOR**~~

~~**3.01 ARRANGEMENT FOR AUTHORITY FURNISHED LABOR**~~

MODIFY Part 4 as follows:

PART 4 – MEASUREMENT AND PAYMENT

A. SCRRA fees associated with Signal and Communications line location mark outs shall be paid by the contractor.

B. SCRRA fees associated with SCRRA standard plan review, SCRRA administration, SCRRA staff time contingency, and SCRRA inspection shall be paid by the Project Sponsor.

C. Related costs for compliance with all other SCRRA requirements, including but not limited to additional insurance, labor hours related to preparing/obtaining permits, attending training, re-submitting documents if required, delays in obtaining the right-of-entry, shall be considered as included in the prices in the Bid for the various items of work and no additional compensation will be allowed.

END OF SECTION 01 11 16

SECTION 01 14 00

WORK RESTRICTIONS

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

ADD paragraph 1.10F as follows:

1.10 WORK WINDOWS

F. Project Specific Work Windows

SCRRA has established an Exclusive Work Window calendar for each subdivision. Contractors are required to adhere to these specified Exclusive Work Windows and no additional Exclusive Work Windows will be granted. The Exclusive Work Windows that apply to this Contract are as follows:

1. Work within SCRRA right-of-way within 25 feet from centerline of active tracks shall be performed under Form B protection. Form B Work Windows will be available between the hours of 8:00 PM to 5:00 AM Monday through Friday. Metrolink cannot guarantee the hours between 8:00 PM and 5:00 AM Monday through Friday will be absent of rail traffic, interruption, and delay. Work may be interrupted for up to 2 hours in any one work shift within right-of-way, during the Contractor's nightly work shift. All indirect and direct costs for these anticipated nightly delays shall be included in the Contract price and no additional cost due to the impact of these delays will be accepted by SCRRA.

2. Exclusive Track Windows will occur between the hours of 10:00 PM Friday to 5:00 AM the following Monday based on the Exclusive Work Window calendar developed by SCRRA.

END OF SECTION 01 14 00

SECTION 01 14 19

COORDINATION WITH UTILITIES

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 3 – EXECUTION

REPLACE paragraph 3.03A.2 and ADD paragraph 3.03A.8 & 9 as follows:

3.03 CONTRACTOR FIELD WORK REQUIREMENTS

2. The Contractor shall notify Southern California Gas Company Distribution (SCG) whenever there are any excavation activities within ten (10) feet of high-pressure gas facilities and within a minimum of five (5) working days prior to proposed work to coordinate for SCG representative(s) to be on-site. The contractor shall hand-dig within 5 feet of any natural gas pipeline.

8. The Contractor shall notify Verizon's One Call System a minimum of forty-eight (48) hours prior to construction. In order to avoid a potential conflict, construction shall maintain a minimum of twenty-four (24) inches of vertical clearance when crossing Verizon Business facilities and sixty (60) inches of horizontal clearance when running lines are parallel to Verizon facilities.

9. The Contractor shall coordinate potholing activities with Moulton Niguel Water District to confirm facility elevations and no conflict prior to beginning work for the Concrete U-Channel near MP 193. Mouton Niguel Water District shall be included in the preconstruction meeting for this area of the project.

ADD the following exhibits "Project Utility Responsibilities":

EXHIBIT 01 14 19 - 2

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: AT&T

Contact Person: Bob Fleisher

Address: 1452 Edinger Ave, 3rd Floor, Tustin, CA 92780

Phone: 949-229-9640

Email: rf3259@att.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 3

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: City of Mission Viejo

Contact Person: Mark Chagnon

Address: 200 Civic Center, Mission Viejo, CA 92691

Phone: 949-470-3091

Email: mchagnon@cityofmissionviejo.org

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 4

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: County of Orange

Contact Person: Alex Gonzalez

Address: 601 North Ross Street, 4th Floor, Santa Ana, CA 92701

Phone: 714-955-0313 / 714-722-0611

Email: alejandro.gonzalez@ocpw.ocgov.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 5

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: COX Communications

Contact Person: Sara Dufour

Address: 5159 Federal Blvd, San Diego, CA 92610

Phone: 619-266-5480 / 519-322-1091

Email: sara.dufour@cox.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 6

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: El Toro Water District

Contact Person: Rory Harnisch

Address: 24251 Los Alisos Blvd, Lake Forest, CA 92630

Phone: 949-837-7050 x251 / 949-415-4032

Email: Engineering@etwd.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 7

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Irvine Ranch Water District

Contact Person: Belisario Rios

Address: 15600 Sand Canyon Avenue, Irvine, CA 92618

Phone: 949-453-5300

Email: plancheck@irwd.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 8

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Kinder-Morgan

Contact Person: Rafel Mogollon

Address: 1001 Louisiana Street, Houston, Texas 77002

Phone: 713-420-2393

Email: KMEncroachmentsPacific@kindermorgan.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 9

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Lumen/Qwest/Level 3

Contact Person: Bryan D. Church

Address: 1550 Marlborough Ave, Suite 100, Riverside, CA 92507

Phone: 951-203-4415

Email: bryan.church@lumen.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 10

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Moulton Niguel Water District

Contact Person: Mark Mountford

Address: 26161 Gordon Road, Laguna Hills, CA 92653

Phone: 949-831-2500 / 949-425-3555 / 949-795-2251

Email: MMountford@mnwd.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 11

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: MCI Verizon

Contact Person: Pete Bologna

Address: 5771 Copley Drive, San Diego, CA 92111

Phone: 951-667-9469

Email: Peter.III.Bologna@verizon.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 12

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Southern California Edison

Contact Person: Gilbert Aceves

Address: 14155 Bake Pkwy, Irvine, CA 92618

Phone: 909-548-7249

Email: gilbert.aceves@sce.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 13

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: San Diego Gas and Electric

Contact Person: Dolphus Davis

Address: 662 Camino De Los Mares, San Clemente, CA 92673

Phone: 949-246-8511

Email: DDDavis@sdge.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 14

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Santa Margarita Water District

Contact Person: Betsy Parkinson

Address: 26111 Antonio Pkwy, Las Flores, CA 92688

Phone: 949-459-6612 / 949-433-6933

Email: engcounter@smwd.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

EXHIBIT 01 14 19 - 15

PROJECT UTILITY RESPONSIBILITIES

PROTECT IN PLACE EXISTING UTILITIES THROUGHOUT PROJECT LIMITS

REFERENCE SPECIFICATION SECTIONS: 01 14 00, 01 14 16, 01 33 00, 01 35 23, 01 78 39, 33 05 23

CONTACTS AND RESPONSIBILITIES

Name of Utility: Southern California Gas

Contact Person: Christopher Keevern

Address: 1919 S State College Blvd, Anaheim, CA 92806

Phone: 1-877-238-0092

Email: CKeevern@socalgas.com

	PERFORMANCE RESPONSIBILITY	PAYMENT RESPONSIBILITY
Design done by:	**N/A**	**N/A**
Construction by:	**N/A**	**N/A**
Inspection by:	**N/A**	**N/A**

NOTES:

SECTION 01 23 00

OPTIONS

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

ADD paragraphs to 1.01 as follows:

1.01 SUMMARY

The Authority will evaluate an Option for the Contractor to propose a precast u-channel in place of the cast-in-place channel as shown in the Contract Plans. The precast u-channel shall maintain a similar size and shape as shown on the Contract Plans along with the adjacent project features.

The Contractor shall follow the submittal procedures as outlined in Section 01 33 00.

The precast u-channel shall be designed by a licensed professional engineer in the State of California and submitted to the Engineer for approval.

Both cast-in-place and precast u-channel options will require cast-in-place features and the beginning and end of the u-channel, as listed in Schedule 1 of the Schedule of Quantities and Prices.

The Contractor shall develop Schedule 2 and Schedule 3 of the Schedule of Quantities and Prices for evaluation by the Authority of the section of u-channel that has the option to be cast-in-place or precast.

END OF SECTION 01 23 00

SECTION 01 35 23

SITE SAFETY REQUIREMENTS

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

ADD section 1.11 as follows:

1.11 CONTRACTOR PROVIDED ROADWAY WORKER IN CHARGE

A. The Contractor shall provide an SCRRA approved Roadway Worker in Charge (RWIC), and 49 CFR Part 213.7 qualified personnel to monitor the interface between the Contractor's work and train movements and facilitate temporary rearrangements or tracks out of service.

B. The Contractor shall supply up to 150 days of RWIC for the project.

C. Schedule of Fees are subject to change at any time and may be found on the Metrolink website at:

https://metrolinktrains.com/globalassets/about/engineering/scrra_schedule_of_fees_for_third_party_construction.pdf

MODIFY Part 4 as follows:

4.01 MEASUREMENT

A. ALLOWANCE – Roadway Worker in Charge will be measured by the unit or fraction thereof defined in the Schedule of Fees mentioned above and completed with the Contract Documents and as measured by the Contractor and verified by the Authority or their designee.

B. Remaining work of this Section is considered incidental to Work under other payment items and no separate measurement will be made to the Contractor for Work of this Section.

4.02 PAYMENT

A. ALLOWANCE – The Roadway Worker in Charge will be paid from an allowance included on the approved Schedule of Quantities and shall include all labor, training, and equipment. Work of this section shall include all training, permitting, mark outs and incidentals to comply with the Site Safety Requirements.

B. Remaining work of this Section is considered incidental to Work under other payment items and no separate payment will be made to the Contractor for Work of this Section.

END OF SECTION 01 35 23

SECTION 01 43 23

CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

The following shall replace Section 01 43 23 of the 2022 SCRRA Standard Specifications:

PART 1 - GENERAL

1.01 SUMMARY

This Section outlines requirements and provisions to which the Contractor shall provide professional construction staff and equipment capable of safely executing the Work required by these Contract Documents part of which are on an operating railroad system, with little or no disruption to the passenger/commuter and freight operations, as well as other public facilities.

1.02 RELATED REQUIREMENTS

A. Section 01 14 16, Coordination with SCRRA

B. Section 01 31 00, Project Management and Coordination

C. Section 01 35 23, Site Safety Requirements

1.03 GOVERNING REGULATIONS

A. SCRRA: Maintenance of Way Operating Rules

B. SCRRA: Track Maintenance Manual, FRA: Title 49 CFR Part 213 and Part 214

C. Cal/OSHA: California Occupational Safety and Health Administration Regulations

D. CPUC: California Public Utility Commission General Orders

1.04 SUBMITTALS

A. The Contractor shall submit the resumes for all personnel listed herein to the Authority within 15 days after the Award. Each resume shall provide sufficient detail to demonstrate compliance with the appropriate specifications. Submit the number of each classification of employee to be assigned to the Work and the duration of their assignments.

B. The Authority will review the submitted personnel resumes to determine compliance with all specified requirements. The Contractor shall not substitute or remove Authority approved personnel from the Contract without prior approval from Authority and shall not resubmit personnel that are deemed unacceptable by the Authority. The Authority must be notified and approve thirty (30) Days in advance, Contractor's planned substitution or removal of key personnel. Any removal or substitution of personnel without SCRRA consent shall be identified as contractual noncompliance. The Contractor shall submit a list of the equipment proposed to be used to the Authority for approval. This list shall have sufficient detail to demonstrate compliance with the appropriate Specification Sections.

C. The Contractor shall submit a list of the equipment proposed to be used to the Authority for approval, within 15 days after the Award. This list shall have sufficient detail to demonstrate compliance with the appropriate Specification sections, regulatory authorities, and Railroad Operators.

D. All equipment other than railroad track and ballast equipment shall be equipped with multi tonal directional "white noise" backup alarm that complies with OSHA Regulation 1926.601(b)(4). The Contractor shall submit a list of the equipment proposed to be used to the Authority for approval prior to NTP.

E. Contractor Qualifications: The Contractor shall submit a company resume of all projects the Contractor has performed within a live railroad operating environment. Project experience shall include Class 1 railroads or Commuter and Passenger Rail. The Contractor shall submit a resume of performing Contract Work as a prime contractor on live active railroads for a minimum of 3 projects.

F. The Contractor or their designated on-site personnel shall have attended a South Coast Air Basin Fugitive Dust Control Class within the last two years (SCAQMD Rule 403).

1.05 RAILROAD CONSTRUCTION PROJECT MANAGER

A. The Contractor shall have a Railroad Construction Project Manager who will manage and coordinate the overall aspects of the track, site civil, systems, and structure construction. The Railroad Construction Project Manager's qualifications and experience must include the following:

1. At least five years of progressively more responsible engineering, construction, and maintenance experience on a wide variety of Railroad projects for a Class 1 or Commuter Railroad. The Project Manager shall have experience on at least three (3) Class 1 or Commuter Railroad projects, managing construction related activities in an active railroad operating environment with moderate to heavy traffic and limited work windows.

2. Knowledge of FRA standards and qualified under FRA Track Safety Standards, Part 213.7, applicable CPUC General Orders, the General Code of Operating Rules, SCRRA Track Maintenance, Right-of-Way, and Structures Engineering Instructions, SCRRA Standard Plans, and Railroad Roadway Worker Protection rules and regulations.

3. A demonstrated ability to work safely and supervise individuals in safe work.

4. Previous positions and experience supervising and planning work activities of construction superintendents, project engineers, and support personnel foreman and crews.

5. The ability to read and understand track, bridge, station, construction plans and specifications, and SSWPs, and to develop and work from construction schedules.

B. The Railroad Construction Project Manager must be located at the Contractor's construction field office; and be able to respond immediately to emergency or problem calls, seven days a week, 24 hours a day.

C. This Railroad Construction Project Manager shall have the necessary authority to receive and promptly execute instructions and orders from the Authority or its authorized representatives. The Project Manager shall not be replaced without advance approval by the Authority. Any replacement Project Manager shall be subject to the approval of the Authority.

1.06 MACHINE OPERATORS

The Contractor shall provide qualified Machine Operators and the Contractor will not be allowed to operate any equipment within the Authority Right-of-Way until the following requirements are met:

A. Machine Operators qualifications and experience must include knowledge of railroad methods of track construction and maintenance under traffic.

B. Machine Operators shall be qualified under SCRRA's General Code of Operation Rules (GCOR) and Roadway Worker Protection rules.

C. Must have a valid California Class "CA" driver's license with no more than three moving violations and no DUI's in any state within the last three years.

D. Must pass a pre-employment physical examination including a drug and alcohol test.

E. Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have ability to distinguish colors and to hear warning signals and radio and telephone devices.

1.07 RAILROAD TRACK EQUIPMENT REPAIRER

A. The Contractor shall have a Railroad Track Equipment Repairer to perform inspection, analysis, repair and maintenance of several types of heavy equipment including rail-mounted tamping and surfacing machines, ballast regulators, compactors, and brooms, rail mounted all-terrain cranes, rail mounted heavy duty trucks equipped with hydraulic cranes and log loaders, and all-terrain construction equipment including end loaders, backhoe tractors, bulldozers, and road graders. The Railroad Track Equipment Repairer shall lubricate working parts, change engine and hydraulic oil and filters, clean and change air filters, tighten bolts, inspect and adjust fluid levels, belt tension, and dimensioned measurements (e.g. cross level of track), and perform safety inspections of equipment per FRWS using wrenches, screwdrivers, and other small hand and power tools. The Railroad Track Equipment Repairer shall performs heavy repair, analysis, and component exchanges in accordance with manufacturer's recommendations using power and hand tools, hydraulic booms and jacks, and electronic measuring and testing devices and shall establish and implement a schedule of preventive maintenance for equipment, order repair components and parts, and maintain an inventory of consumable parts and supplies that minimizes the time equipment is out of service for repairs and maintenance.

B. Railroad Track Equipment Repairer qualifications and experience must include the following:

1. Five years experience in maintenance of heavy equipment and three years experience in the maintenance of railroad track construction and/or maintenance equipment including diesel engine, hydraulic system, electronic control, surfacing tamping machine, and rail guide wheel equipment.

2. Knowledge of safe and proper procedures for operating this equipment in accordance with both the FRWS and the manufacturer's recommendations.

3. Knowledge of FRWS and the ability to be Qualified on Authority's examinations for the GCOR related to these regulations within two weeks of Limited NTP.

4. Ability to complete work under time pressures and to maintain composure under the stress of emergency situations.

5. Must have a valid California Class "A" driver’s license with no more than 3 moving violations and no DUI’s in any state within the last 3 years.

6. Must pass a pre-employment physical examination including a drug and alcohol test.

7. Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 Ibs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.

8. Ability to communicate in the written and verbal English language.

1.08 RAILROAD TRACK EQUIPMENT REPAIRER HELPER

A. The Contractor shall have a Railroad Track Equipment Repairer Helper (Helper) to work under the supervision of the Railroad Track Equipment Repairer. The Helper may work independently or as a member of a crew as directed only for the purpose of servicing and maintaining equipment.

B. Railroad Track Equipment Repairer Helper qualifications and experience must include the following:

1. One to three years experience in the maintenance and repair of construction equipment or small work equipment.

2. Knowledge of safe and proper procedures for operating this equipment in accordance with both FRWS and the manufacturer's recommendations.

3. Knowledge of safe and efficient manipulation of equipment and tools to assist in track, structures or right-of-way related maintenance tasks.

4. Knowledge of FTSS and FRWS and the ability to be Qualified on Authority's examinations for the GCOR related to these regulations within two weeks of Start Date.

5. Ability to complete work under time pressures and to maintain composure under the stress of emergency situations.

6. Must have, or obtain within two weeks of Start Date, a valid California Class "A" driver's license with no more than 3 moving violations and no DUIs within the last 3 years.

7. Must pass a pre-employment physical examination including a drug and alcohol test.

8. Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 Ibs and must have the ability to distinguish colors and to hear warning signals and radio and telephone devices.

9. Ability to communicate in the written and verbal English language.

1.09 STRUCTURES LABORER/WELDER HELPER

The Contractor shall provide Structures Laborer/Welder Helper as needed for the project with the following qualifications and experience:

A. Knowledge of railroad methods of track construction and maintenance under traffic.

B. The ability to work safely at heights.

C. The ability to work safely on operating railroad right of way.

D. All Welder Helpers and 50 percent of the Track and Structures Laborers must have a minimum of one year of general track construction or maintenance experience.

1.10 SAFETY REPRESENTATIVE

A. The Contractor shall provide a Safety Representative with minimum qualifications as set forth in the Special Conditions, as well as knowledge of FRA standards and qualified under FRA Track Safety Standards, Part 213, Railroad Workplace Safety, Part 214, applicable CPUC General Orders, the General Code of Operating Rules, SCRRA and railroad physical characteristics, SCRRA Track Maintenance, Right-of-Way, and Structures Engineering Instructions, and Roadway Worker Protection rules and regulations.

B. The Safety Representative must be located at the Contractor's construction field office and must be on the Work Site when construction activity is occurring. The safety representative may be one of the other Authority approved positions identified in Section 01 43 23.

C. Must have a valid California Class "CA" driver's license with no more than three moving violations and no DUI's in any state within the last three years.

D. Must pass a pre-employment physical examination including a drug and alcohol test.

E. Ability to work outdoors in all weather conditions, to lift objects weighing a minimum of 50 lbs. and must have ability to distinguish colors and to hear warning signals and radio and telephone devices.

F. Ability to communicate in the written and verbal and Spanish language.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PERSONNEL QUALIFICATIONS

A. Once personnel are deemed acceptable by the Authority, the Authority will make arrangements to provide the training and testing required for personnel to be qualified under subject areas described in Part 1 of this Specification Section.

1. The Authority will provide approximately 48-hours of various training. The training course may cover parts of the Authority's General Code of Operating Rules, Maintenance of Way Operating Rules, Maintenance of Way Safety Rules, Fire Prevention Plan, and Track Maintenance Manual. Additional training will be determined by the Authority. The Contractor's managers and key personnel listed above shall attend and successfully complete this course within 45 days after the NTP. Successful completion shall be defined as becoming Qualified under these subject areas.

2. The Contractor will be notified of test results in writing. The Authority will make arrangements for retesting if personnel fail the initial test. Retesting of the course material will be allowed one time within 55 days after the full NTP.

3. SCRRA to provide one initial training and one refresher training every 12 months for the following:

   a) Maintenance of Way Operating Rules (MOWOR)

   b) Maintenance of Way Safety Rules (MOWSR)

   c) On-Track Safety Manual (OTSM) one day class

   d) Continuously Welded Rail (CWR)

   e) Track Maintenance Manual (TMM)

   f) Roadway Maintenance Machines Training (RMMS)

   g) Roadway Worker Protection (RWP)

   The following Contractor Staff shall be certified throughout the construction period of performance as follows:

   Construction Project Manager:
   MOWOR, MOWSR, OTSM, RMMS, RWP

   Safety Manager/Safety Representative:
   MOWOR, MOWSR, OTSM, RMMS, and RWP

   Construction Track Foreman:
   MOWOR, MOWSR, OTSM, RMMS, RWP

   Off Track Equipment Operators:
   MOWOR, MOWSR, OTSM, RWP

B. The Authority will provide an approximately 4-hour Roadway Worker Protection (RWP) training course. The RWP training course will cover the Authority's Roadway Worker Protection rules and regulations. The Contractor's managers, key personnel listed above in Subparts 1.4 through 1.7, 1.10 through 1.19, and subcontractors shall attend and successfully complete this course. All workers entering the Railroad right-of-way are required to complete the RWP training course.

C. Substitutions: If the Contractor needs to replace any of the personnel described in Part 1, the above procedure shall be used. This process, including proficiency testing, shall be completed prior to the vacancy. The allowance of substitutions does not relieve the Contractor of his responsibility to provide the personnel in accordance with Part 1.

D. The Contractor shall provide the required personnel in accordance with Part 1. If the Contractor fails to provide the appropriate personnel due to a substitution or if the personnel described in Part 1 are not available within 30 days as specified in these Contract Documents, and the Contractor has not acted in good faith to secure replacement personnel, the Authority is entitled to implement one of the following options, at his sole discretion:

1. Option 1: Suspend the portion of the Contractor's operation, which was under the direct supervision of the subject personnel, until the appropriate personnel are provided. All costs relating to this suspension of the Work will be the responsibility of the Contractor.

2. Option 2: Allow the Contractor's operation to proceed and deduct $500 per day for each operation that was under the direct supervision of the subject personnel. If this option is used, this deduction shall be taken until the construction operation is completed or until the appropriate personnel are provided.

E. Immediately remove from the Work, when so ordered by the Authority, and not re-employ on any of the Work, without written permission from the Authority, any Contractor or SubContractor employee doing unsafe, improper, and defective Work; who, in the Authority's judgment, refuses or neglects the direction of the Authority given to the Contractor; who is deemed incompetent or disorderly; or who commits any trespassing on any public or private property in the vicinity of the Work.

3.02 CONSTRUCTION EQUIPMENT QUALIFICATIONS

A. The Contractor shall make the construction equipment available for inspection a minimum of 30 days prior to its first use on the project, or as otherwise agreed upon with the Authority.

B. The Contractor shall make arrangements for initial inspection of the equipment by the Authority. The construction equipment shall not be operated on the Authority's Operating System until the initial inspection and approval is completed.

C. The Contractor shall inspect all construction equipment daily to ensure compliance with manufacturer instructions, FRA regulations, CPUC regulations, and the Authority's Operating and Safety Rules. The equipment not in compliance shall not be used on the Authority's Operating System.

D. The Contractor shall provide the required equipment described in Part 1 to perform the work specified in these Contract Documents. Permission given by the Authority to use any particular methods, equipment, or appliances shall not be so construed to relieve the Contractor from furnishing other equipment or other appliances or adopting other methods when those in use prove unsatisfactory or as to bind the Authority to accept Work which does not comply with the Contract. Compliance with determinations by the Authority shall not relieve the Contractor from other obligations imposed by law or regulation nor serve as the basis of a Request for Change Order to the Work. Once mobilization is paid, if the Contractor fails to provide the appropriate equipment in accordance with Part 1, and if the Contractor has not acted in good faith in providing and maintaining the equipment, the Authority shall be entitled, at its own discretion, to implement one of the following options:

1. Option 1: Suspend the Contractor's operation until the appropriate equipment is provided. All costs relating to this suspension of the Work will be the responsibility of the Contractor.

2. Option 2: Allow the Contractor's operation to proceed and deduct $500 per day for each piece of equipment not on the job site. If this option is used, this deduction shall be taken until the construction operation is completed or until the appropriate equipment is provided.

3.03 CONSTRUCTION EQUIPMENT

A. The Contractor shall have proper equipment to perform the work as described in the Contract Documents. The inspection and testing of the equipment, and the approval of the Contractor's operators, will be done by the Authority's Manager, Rules, and Training as scheduled by the Authority.

B. Unless amended by the Specifications, the Contractor shall have on hand and use the minimum equipment or approved equal listed below in performing the Work of the Contract Documents.

1. A minimum of one dust control tanker capable of spraying water with dust control additive in advance and during surfacing and brooming and regulating activities. The water tank shall have a capacity of at least 3,000 gallons.

C. The Contractor shall furnish all other on-track and off-track equipment necessary to complete the work.

D. The Contractor shall maintain the equipment such that is operational and in proper working order. Measures that may be necessary, include, but are not limited to, the following:

1. Efficient scheduling and performance of required inspections, preventative maintenance, and service

2. Promptly making any necessary repairs

3. Containing hydraulic and other spills

4. Keeping equipment owner's manual on board at all times

E. Use of backup equipment not meeting the requirements listed above will be permitted subject to the following conditions:

1. The Authority approves the use of the proposed backup equipment, in advance.

2. The backup equipment is not used to perform contract work except as needed to return the tracks to service following an unforeseen breakdown of the required equipment. Use of backup equipment is considered a temporary measure until such reasonable time that the main equipment is repaired. This shall not exceed two consecutive workweeks.

PART 4 - MEASUREMENT AND PAYMENT

Work of this Section is considered incidental to work under other payment items and no separate measurement or payment will be made to the Contractor for Work of this Section.

END OF SECTION 01 43 23

SECTION 01 71 23

FIELD ENGINEERING

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 3 – EXECUTION

ADD item 3.04B.6 as follows:

3.04 CONSTRUCTION LAYOUT

B. General: Engage a California registered Land Surveyor to lay out the Work using accepted surveying practices in accordance with the following:

6. Design Engineer will provide CAD files if requested, however, the Contractor shall assume complete responsibility for the construction layout of the project based on the Plans and Specifications. The Contractor assumes all liability for verifying that any electronic information provided and used for construction matches the plans. The Contractor shall indemnify SCRRA and the Engineer against any issues for use of the electronic information provided. Additional information not included in the bid package, such as construction layout notes, reports, and/or grid grades, are not available and are the responsibility of the contractor for the construction layout based on the Plans and Specifications.

END OF SECTION 01 71 23

SECTION 03 31 00

STRUCTURAL CONCRETE

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

1.01 SUMMARY

ADD item 1.01C as follows:

C. Slope Paving identified on the plans as being per Caltrans Bridge Standard Detail xs4-210 shall be in accordance with Caltrans Standard Specifications, latest editions and revisions, Section 72-11.

1.02 REFERENCES

ADD item 1.02F as follows:

F. Caltrans Standard Specifications, latest editions and revisions, Section 72-11.

PART 2 – PRODUCTS

2.03 CONCRETE MIXES

ADD Subsection H.1 as follows:

H. Concrete in Corrosive Environments:

1. Concrete at U-Channel is in a corrosive environment and shall be in accordance with Caltrans Standard Specifications latest editions and revisions, Section 90-1.02H.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

ADD item 4.01H as follows:

H. Slope Paving will be measured by the unit or fraction thereof furnished and completed in accordance with the Contract Documents and as measured by the Engineer. The quantities as contained on the Schedule of Quantities and Prices or approved schedule of values, as applicable, as derived from the Plans will be used as the basis for this measurement.

4.02 PAYMENT

ADD item 4.02L as follows:

L. Slope Paving furnished and completed in accordance with the Contract Documents will be paid for at the Contract Unit Price, as listed on the Schedule of Quantities and Prices.

This price shall include full compensation for furnishing all labor, Materials, tools, equipment, supplies, supervision, and incidentals, and doing all work, as shown on the Plans, and as specified in these Specifications, and as directed by the Engineer.

END OF SECTION 03 31 00

SECTION 03 37 19

PNEUMATICALLY PLACED CONCRETE

PART 1 – GENERAL

1.01 DESCRIPTION

A. The Work specified in the Section consists of pneumatically placing gunite or shotcrete.

B. Related Specification Sections include but are not necessarily limited to:

1. Section 03 21 00 – Reinforcing Steel
2. Section 03 31 00 – Structural Concrete
3. Section 31 11 00 – Site Clearing
4. Section 31 20 00 – Earthwork
5. State of California Department of Transportation, Standard Specifications Current or Latest Edition, Section 53 - Shotcrete

1.02 DEFINITIONS

A. **Dry-mix process (Gunite):** Deliver mixed aggregate and cementitious material pneumatically or mechanically to the nozzle body and add water and mix the materials in the nozzle body.

B. **Wet-mix process (Shotcrete):** Deliver mixed aggregate, cementitious material, and water pneumatically to the nozzle and add any admixture at the nozzle.

C. **Rebound:** Shotcrete material that ricochets off the receiving surface, is recovered, and is clean and free of foreign material.

D. For this specification's purpose, all pneumatically placed concrete, either dry-mix (gunite) or wet-mix (shotcrete), will be referred to as shotcrete.

1.03 SUBMITTALS

A. Contractor shall submit the following in accordance with Section 01 33 00 Submittal Procedures of the Standard Specifications:

1. Manufacturer's mix design for proposed products.
2. QC plan that includes:
    a. Number and qualification of nozzlemen available to place shotcrete, number of nozzlemen on the job site at any time during shotcrete

placement, description of their work schedule, and procedures for avoiding fatigue of any nozzleman.

b. Proposed method of placing shotcrete, including application rates, details of proposed construction joints and their locations, and methods for achieving the required thickness and surface finish.

c. Procedures for curing shotcrete surfaces.

d. Description of a debris containment system.

3. Preconstruction test panels and test results.

4. Production test cores and test results.

1.04 QUALITY ASSURANCE

A. Qualifications

1. Each nozzleman must have at least 3,000 hours of experience as a nozzleman on projects with a similar application.

B. Preconstruction Test Panels

1. Contractor shall obtain approval and authorization from the Authority of the QC plan before construction test panels.

2. Contractor shall construct 1 unreinforced test panel and 1 reinforced test panel for each proposed mix design. Test panels shall be constructed with the same nozzleman, application crew, equipment, materials, mix designs, and procedures proposed for the work in the Contract Documents.

3. Cure the test panels under conditions similar to those expected during final placement and deemed acceptable to the Engineer.

4. For the unreinforced test panel:

a. Size of test panel shall be 3’ x 3’ minimum, unless approved by the Authority.

b. Four cores, 3 inches diameter, shall be obtained from each test panel. Cores that show evidence of improper coring shall not be used for testing and shall be discarded.

c. Test cores for compressive strength.

d. Label and submit the test panel and a copy of the test results within 5 days of testing.

e. Include the mix design and ambient temperature in the submittal.

5. For the reinforced test panel:

    a. Contractor shall construct a square test panel that has the same thickness, bar size and quantity of bar reinforcement or other obstructions, and positioning of bar reinforcement or obstructions as the most heavily reinforced section of shotcrete to be placed.

    b. Minimum length of each side shall be equal to a minimum of 3 times the thickness of the most heavily reinforced section of shotcrete to be placed but not less than 30 inches.

    c. Contractor shall break the test panel in the presence of the Authority after a minimum 7-day cure into pieces no larger than 10 inches in the greatest dimension.

    d. Surfaces of the broken pieces must be dense and free of laminations and sand pockets and must show that the bar reinforcement or other obstructions are completely encased.

6. Obtain and test cores for compressive strength in accordance with these Specifications.

7. Instead of constructing a separate unreinforced test panel, the Contractor may obtain cores from the reinforced test panel to determine the compressive strength. If this option is chosen, the Contractor shall not break the test panel until it has cured for at least 14 days.

8. Dispose of test panels.

C. Quality Control

1. General

    a. Contractor shall obtain cores for compressive strength testing under ASTM C1604/C1604M. Discard cores that contain bar reinforcement or other obstructions or show evidence of improper coring. Test cores for compressive strength at 28 days under ASTM C1605/C1604M at an authorized laboratory. The compressive strength is the average strength of at least 3 cores that are free from bar reinforcement or other obstructions.

    b. Notify the Authority at least 24 hours before performing any coring or testing.

2. Field Quality Control

    a. Contractor shall obtain at least four 3-inch diameter test cores from each 50 cu yd, or portion thereof, of shotcrete placed each day. Three cores must be free from reinforcement or obstructions. One core must include reinforcement. The location of each core shall be determined by the Authority.

b. Cores shall be both visually inspected by the Authority and tested for compressive strength by the Contractor.

c. Each core shall be easily identifiable and include a description of the core location and mix design, and submit the cores immediately after coring.

d. The Authority will perform the visual inspection and return the cores to the Contractor for compressive strength testing within 48 hours.

3. Authority Acceptance

a. General

I. The Authority accepts shotcrete based on test cores for visual inspection and compressive strength.

b. Visual Inspection

I. Each test core shall be dense and be free of laminations and sand pockets. Any core with reinforcement must show reinforcement or other obstructions are completely encased.

II. Shotcrete represented by an unacceptable core will be rejected unless the Contractor submits evidence that the quality of the shotcrete placed in the work is acceptable.

c. Compressive Strength

I. If the compressive strength of the shotcrete is below the specified compressive strength:

b) The Contractor shall make corrections to the mix design or fabrication procedures and obtain authorization from the Engineer before placing additional shotcrete.

c) Shotcrete represented by the cores is subject to one of the following:

i. If the compressive strength is at least 95 percent of the specified strength, $10/cu yd is deducted from the payment for shotcrete.

ii. If the compressive strength is below 95 percent of the specified strength but is at least 85 percent of the specified strength, $15/cu yd is deducted from the payment for shotcrete.

iii. If the compressive strength is below 85 percent of the specified strength, the shotcrete shall be removed.

II. If the compressive strength is below the specified strength but is at least 85 percent of the specified strength, the deductions specified above apply unless the Contractor obtains and submits evidence that the

strength of the concrete placed in the work is greater than or qual to the specified strength and this evidence is accepted by the Engineer.

III. If the compressive strength is below 85 percent of the specified, the non-compliant concrete represented by the test shall be removed unless the Contractor obtains and submits evidence that the strength of the concrete placed in the work is at least 85 percent of the specified compressive strength and this evidence is accepted by the Engineer.

IV. If the evidence consists of tests made on cores taken from the work, the Contractor shall obtain and test the cores under ASTM C1604/1604M.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Shotcrete shall consist of cementitious material, fine aggregate, and water. Cementitious material, fine aggregate, and water shall comply with Section 03 31 00 Structural Concrete of the Standard Specifications.

B. Shotcrete shall have a minimum compressive strength of 3,600 psi, unless otherwise described. The shotcrete shall attain the minimum compressive strength at 28 days, except 42 days are allowed for shotcrete with a described minimum compressive strength greater than 3,600 psi.

C. For the dry-mix process:

1. Contractor shall thoroughly mix 1 part cementitious material to not more than 4.5 parts fine aggregate in a dry state before charging into the machine. Measurement must be either by volume or weight.

2. Fine aggregate shall contain not more than 6 percent moisture by weight.

D. For the wet-mix process:

1. Shotcrete shall contain at least 632 pounds of cementitious material per cubic yard.

2. Contractor may substitute a maximum of 30 percent pea gravel for the fine aggregate. The maximum size of pea gravel shall be such that 100 percent passes the 1/2-inch screen and at least 90 percent passes the 3/8-inch screen.

3. Contractor may add admixtures complying with Section 03 31 00 Structural Concrete of the Standard Specifications.

E. Where colored shotcrete is described, color shotcrete by mixing a fine ground, synthetic mineral oxide into the shotcrete. The synthetic mineral oxide shall be specifically manufactured for coloring shotcrete. The coloring agent shall be uniformly and homogeneously mixed with the shotcrete. Coloring of shotcrete shall be such that matches the coloring of the existing ground and accepted by the Engineer.

F. Reinforcement shall be as shown on the project plans and conform to Section 03 21 00 Reinforcing Steel of the Standard Specifications.

PART 3 – EXECUTION

3.01 PREPARING RECEIVING SURFACES

A. Contractor shall clear receiving surface of existing tress, stumps, undergrowth, brush, trash, grass, weeds, roots, rubbish, refuse, or other debris in conformance with Section 31 11 00 Site Clearing.

B. Contractor shall evenly grade receiving surface before applying shotcrete. No point on the graded slope may be above the slope plane shown on the Plans.

C. Contractor shall thoroughly compact receiving surfaces in conformance to Section 31 20 00 Earthwork. Receiving surfaces shall contain enough moisture to provide a firm surface and to prevent absorption of water from the shotcrete. Receiving surfaces must be free of surface water.

D. Ground or gauging wires shall be used to establish thickness, surface planes, and finish lines.

E. Contractor shall install the schedule 40 PVC weep holes with rock wrapped in filter fabric as shown on the plans and details. Contractor shall install a temporary cap to prevent shotcrete from filling weep hole during placement. Temporary cap shall be removed upon placement.

3.02 PLACING SHOTCRETE

A. Shotcrete shall be applied by either the dry-mix or wet-mix process.

B. Nozzle shall be directed in a way that minimizes rebound of the shotcrete.

C. A uniform velocity of the material shall be maintained as it leaves the nozzle and at a rate determined for the job site conditions.

D. For dry-mix shotcrete:

1. A constant pressure as deemed acceptable by the Authority shall be maintained in the placing machine.

2. Contractor shall not use aggregate and cementitious materials that have been mixed for more than 45 minutes.

E. For wet-mix shotcrete:

1. Transportation of shotcrete shall follow requirements as specified in Section 03 31 00 Structural Concrete of the Standard Specifications.

2. Limit placing to 8-foot lifts measured along the slope or as directed by the Authority.

3. Place gauging wires at approximately 7-foot centers or as directed by the Authority.

4. Contractor shall not use aggregate and cementitious materials that have been mixed for more than 90 minutes.

F. Contractor shall not reuse shotcrete material rebound on this project.

3.03 FINISHING SHOTCRETE

A. Before final set, use air blowpipes to remove rebound, overspray, and other debris from the areas to receive shotcrete.

B. Place shotcrete to the depth shown and check the surface with a straightedge. Bring to grade any low spots or depressions by placing additional shotcrete. The finished surface must be smooth and uniform for the type of work involved.

C. Remove and replace loose areas of shotcrete.

D. Cure shotcrete for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods specified in Section 03 31 00 Structural Concrete of the Standard Specifications.

E. Contractor shall maintain the temperature of the shotcrete to at least 45 degrees Fahrenheit for a minimum of 72 hours after placing and at least 40 degrees Fahrenheit for an additional 4 days.

F. Shotcrete shall be protected as specified per Section 03 31 00 Structural Concrete of the Standard Specifications.

PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Shotcrete, Colored Shotcrete, or Gunite will be measured by the unit or fraction thereof furnished and completed per the item in which the shotcrete, Gunite, or slope paving is used in accordance with the Contract Documents and as measured by the Engineer. The quantities as contained on the Schedule of Quantities and Prices, or approved schedule of values, as applicable, as derived from the Plans will be used as the basis for this measurement.

B. All reinforcement, weep holes with rock wrapped in filter fabric, grading and removals, disposals, earthwork, and additional site preparation for Shotcrete, Colored Shotcrete, or Gunite included in this Section are considered incidental to work under this Section and no separate measurement and will be made to the Contractor of this Section.

4.02 PAYMENT

A. Shotcrete, Colored Shotcrete, or Gunite furnished and completed in accordance with the Contract Documents will be paid for at the Contract Unit Price per the item in which the shotcrete, colored shotcrete, or Gunite is used, as listed on the Schedule of

Quantities and Prices. This price shall include full compensation for furnishing all labor, reinforcement, materials, tools, equipment, supplies, supervision, and incidentals, and doing all work, as shown on the Plans, and as specified in these Specifications, and as directed by the Engineer.

END OF SECTION 03 37 19

SECTION 31 20 00

EARTHWORK

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 1 – GENERAL

1.01 SUMMARY

REPLACE the following from item 1.01A.2 as follows:

A. Section Includes:

2. Structural excavation shall consist of excavation for the construction of foundations for structures, excavation for trenches for the construction of culverts and concrete channels, and overexcavation. Structural backfill shall consist of furnishing, installing, and compacting backfill material around structures.

PART 2 – PRODUCTS

2.01 MATERIALS

REPLACE the following item 2.01A.1 as follows:

A. Structure Excavation:

1. Excavation for the construction of foundations for structures; excavation of trenches for the construction of culverts, and overexcavation; other excavation designated on the plans or in these specifications or in the technical provisions as structure excavation.

PART 4 – MEASUREMENT AND PAYMENT

REPLACE items 4.01 and 4.02 as follows:

4.01 MEASUREMENT

A. Earthwork will be measured by the unit of fraction thereof furnished and completed in accordance with the Contract Documents and as measured by the Engineer for Earthwork. The quantities as contained on the Schedule of Quantities and Prices, or approved schedule of values, as applicable as derived from the Plans will be used as the basis for this measurement.

B. Earthwork will include the excavation and backfill that will be acceptably excavated or filled within the limits of lines and slope described in typical sections and cross sections in the plans and contract documents. Measurement of Earthwork will include the following types of excavation or backfill:

1. Excavation.

2. Overexcavation.

3. Structural Excavation.

4. Embankment fill and borrow used as embankment fill.

5. Removal of unsuitable material and backfill with approved suitable material.

C. Materials excavated outside of the designated sections or from borrow pits will not be measured. When the project is constructed essentially to the dimensions shown on the plans no further measurement will be required, and payment will be made for the quantities shown in the contract for the various bid items involved. If disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured. If measured quantities do not reveal a discrepancy when compared to plan quantities, the Contractor must pay for the cost of the Engineer to perform measurements and calculations of quantities.

D. Embankment of the various types, as specified, will be measured by the unit or fraction thereof furnished and completed in accordance with the Contract Documents and as measured by the Engineer. The quantities as contained on the Schedule of Quantities and Prices, or approved schedule of values, as applicable, as derived from the Plans will be used as the basis for this measurement. Embankment will be measured in the space occupied within the limits of lines and slopes described in the typical sections and cross sections as defined in the plans and contract documents. No payment will be made for the volume of material bladed off the top of roadway embankments outside of the roadbed limits. No allowance for shrinkage or compaction will be made. If disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement have the right to request in writing and thereby cause the quantities to be measured. If measured quantities requested by the Contractor do not differ from plan quantities, then the Contractor must pay the Engineer’s costs to verify measurements of quantities.

E. When, in the judgment of the Engineer, it is impracticable, because of mixture of materials, to measure the actual unit content of each kind of material the Contractor and the Engineer shall agree upon payment provisions prior to proceeding with work. The Engineer will, from time to time, make such measurements as will best aid him in arriving at a just and equitable conclusion as to the proper percentage of the materials of the different classifications in the entire excavation, and he will so separate and classify the different materials.

F. Structural Backfill and Pervious Backfill will be measured by the unit of fraction thereof furnished and completed in accordance with the Contract Documents and as measured by the Engineer for Earthwork. The quantities as contained on the Schedule of Quantities and Prices, or approved schedule of values, as applicable as derived from the Plans will be used as the basis for this measurement.

4.02 PAYMENT

A. Earthwork, as defined in the Measurement Section, will be paid for at the contract unit price, as listed on the Schedule of Quantities and Prices, of earthwork of proper classification within the limits of lines and slopes described in the typical sections and cross sections as defined in the plans and Contract Documents. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary for excavating, loading, transporting, and depositing materials in embankment, spoil bank, stockpile, or other designated location by whatever method is adopted, including all permission/permitting for haul operations.

B. Structural backfill and pervious backfill material will be paid for at the contract unit price, as listed on the Schedule of Quantities and Prices, of material within the limits of lines and slopes described in the typical section and cross sections as defined in the Plans and Contract Documents. This priced shall be full compensation for furnishing all labor, material, tools, equipment, supplies water for compaction, supervision and tools necessary for backfilling structures in accordance with these Specifications and the designated lines and grades in the Plans.

END OF SECTION 31 20 00

SECTION 33 42 01

TEMPORARY CHANNEL DIVERSION SYSTEM

PART 1 – GENERAL

1.01 SUMMARY

A. The Contractor shall provide all work and materials necessary to manage the temporary storm water channel diversion system while the permanent U-Channel is being constructed during the dry weather season as shown on the Plans. This system shall address the dry weather flows and off-season storm events.

1. Per the Orange County Planning Erosion and Sediment Control Plans Instruction Manual, the dry weather season occurs between May 1st and September 30th.

2. Complete installation of diversion system including excavation, sheet piling, berms, rock slope protection, and pumps if necessary.

3. Provide other necessary features and incidentals to protect the adjacent active track, private property, and construction site.

4. Contractor to submit to the Engineer for approval of the means to maintain dry weather flow and safe access to the construction site.

5. Monitor and maintain the system through the duration of use.

6. Once the permanent U-Channel system is complete, divert flows to the new system and remove the Temporary Channel Diversion System to represent the final condition as shown on the Plans. Phasing for final non-grouted or grouted riprap installation per Contract Plans shall be up to the contractor and approved by the Engineer.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 01 – General Requirements

2. Section 01 33 00 – Submittal Procedures

3. Section 03 21 00 – Reinforcing Steel

4. Section 03 31 00 – Structural Concrete

5. Section 05 12 23 – Structural Steel

6. Section 31 20 00 – Earthwork

7. Section 31 50 00 – Excavation Support

8. Section 34 80 11 – Stone Revetment (Riprap)

9. Section 34 80 21 – Piling

1.02 SUBMITTALS

A. General

1. Submittals shall be made in accordance with Section 01 33 00 requirements.

2. Submit complete materials list of all manufactured products to be installed on the site. Provide manufacture's name, model number, quantity, and size. Note clearly all products which are not as specified and are submitted for approval as equal products.

B. Plans and Procedures:

1. Contractor shall submit a plan for temporary channel diversion indicating diversion method, shoring protection calculations, and list of equipment to assure adequate clearance from the adjacent active track. Plan shall include the following at a minimum: contractor equipment operations and accommodations, access paths, protection measures around active track, and substages necessary to construct the permanent channel.

2. Provide Temporary Channel Diversion System Monitoring Plan and Report to be part of the Project's Storm Water Pollution Prevention Plan (SWPPP). This shall contain monitoring procedures, frequencies, and mitigations in the event of a significant rain event. Report shall include written description of method in which 24-hour monitoring of the site when a rain event is forecasted. Contractor shall implement this plan and provide a QSP per Section 01 57 19 of these specifications.

3. Contractor shall account for potential water seepage into the construction area. Any water seepage is the responsibility of the Contractor and shall be at no additional cost to SCRRA.

1.03 CONDUCT OF WORK

A. The Contractor shall maintain continuously, a competent superintendent or foreman, satisfactory to the Authority, on the work during progress, with authority to act for him in all matters pertaining to the work.

1.04 GENERAL REQUIREMENTS

A. The Contractor shall provide the Temporary Channel Diversion System during the published dry season and shall not conduct any construction activities which may require the Temporary Channel Diversion System to be active during the rainy season.

B. The Contractor shall complete all permanent drainage features as shown on the Plans and these Contract Documents or as specified by the Engineer and remove the Temporary Channel Diversion System by the end of the published dry season.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Soil and rock materials for fill, backfill or subgrade preparation shall be in accordance with Section 31 20 00 or as specified by the Engineer.

B. Stone and other materials shall be in accordance with Section 34 80 11 or as specified by the Engineer.

C. Materials used in the Temporary Channel Diversion System shall be new unless otherwise approved by the Engineer. Structural materials that compose the Temporary Channel Diversion System shall meet the requirements for the applicable material type as listed, unless specified otherwise by the Engineer in Responsible Charge in the Contract Documents or approved Working Plans:

1. Structural steel: Section 05 12 23 for steel sheet piling and Section 34 80 21 for all other piling.

2. Structural concrete: Section 03 31 00

3. Reinforcing Steel: Section 03 21 00.

D. Pump Type (If Necessary)

1. Contract shall supply a pump(s), hoses, connectors, and sediment control as necessary per requirements from the Plans or as specified by the Engineer.

2. Contractor supplied pump shall be non-clogging and following all requirements as listed in the Contract Documents.

3. Contractor pump(s) shall accommodate water flows in channel or as specified by the Engineer.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Contractor shall provide equipment and methods that protect the adjacent properties and active track in accordance with 01 71 13 Mobilization, Demobilization, and Controls.

B. Contractor shall provide work, including the stream diversion operation, in a manner that prevents erosion, damage, flooding and contamination of runoff downstream.

C. Contractor shall restore any temporarily disturbed areas within existing channel to existing elevations and protect riprap to match existing conditions at no addition cost to the Authority per the Contract Plans.

PART 4 – MEASUREMENT AND PAYMENT

Work of this Section is considered incidental to work under other payment items and no separate measurement and payment will be made to the Contractor for Work of this Section. Work of this section shall include furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals, and doing all work, as necessary to implement the temporary channel diversion described in these Specifications, and as directed by the Authority.

END OF SECTION 33 42 01

SECTION 34 11 27

SUB-BALLAST AND AGGREGATE BASE

The following are modifications to the 2022 SCRRA Standard Specifications:

PART 4 – MEASUREMENT AND PAYMENT

REPLACE items 4.01A as follows:

4.01 MEASUREMENT

A. Subballast will be measured by the unit or fraction thereof furnished and installed in accordance with the Contract Documents and as measured by the Engineer. The quantities as contained on the Schedule of Quantities and Prices, or approved Schedule of Values, as applicable, as derived from the plans will be used as the basis for this measurement.

REPLACE items 4.02A as follows:

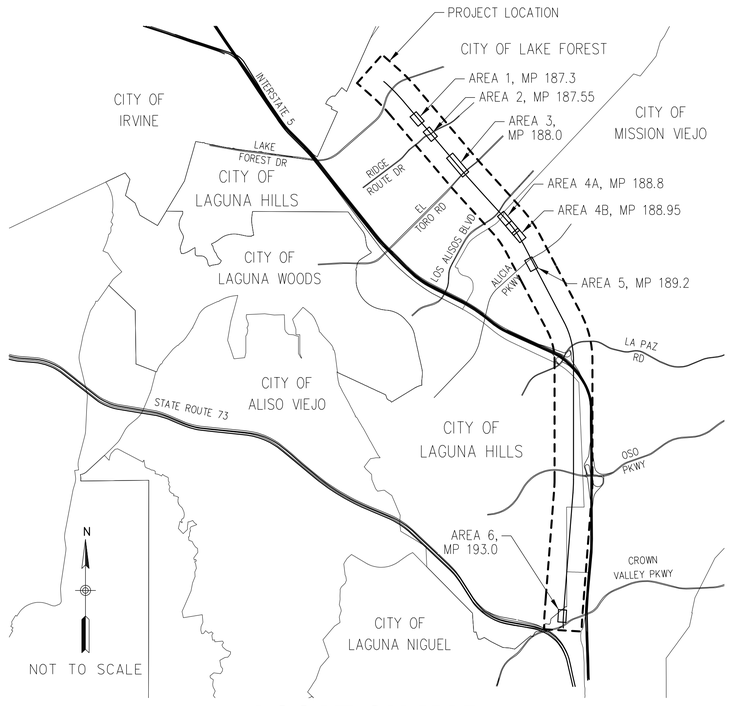
4.02 PAYMENT

A. Subballast furnished and installed in accordance with the Contract Documents will be paid for at the contract unit price, as listed on the Schedule of Quantities and Prices. This price shall be full compensation for furnishing all labor, materials, tools, equipment, supplies, supervision, and incidentals necessary for subballast described by the Contract Documents.

END OF SECTION 34 11 27

SECTION VII: LIST OF DRAWINGS - EXHIBIT C

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
SCRRA CONTRACT NO. E745D-20
IFB NO. C-4-2666



LOCATION MAP

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

811 Underground Service Alert of Southern California
Know what's below. Call before you dig.
TWO WORKING DAYS BEFORE YOU DIG
www.DigAlert.org

NOTICE TO CONTRACTOR

PURSUANT TO ASSEMBLY BILL 4216 NO EXCAVATION PERMIT IS VALID UNLESS THE CONTRACTOR CONTACTS AND OBTAINS A DIG ALERT TICKET NUMBER, CALL 811 AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING EXCAVATION.

CONTRACT No. E745D-20

Kimley»Horn

APPROVED BY: AARON AZEVEDO, PE — NAME, SCRRA — DATE: APRIL 10, 2025

SUBMITTED BY: DARREN ADRIAN, PE — NAME, PROJECT MANAGER — DATE: APRIL 10, 2025

METROLINK

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6/9/2025
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INDEX OF DRAWINGS

SHT NO.	DWG. NO.	REV. NO.	TITLE
GENERAL			
1	OC-G-100	0	TITLE SHEET
2	OC-G-101	0	INDEX OF DRAWINGS
3	OC-G-102	0	CONTACTS, ABBREVIATIONS, LINESTYLES, & SYMBOLS
4	OC-G-200	0	GENERAL NOTES
SURVEY CONTROL			
5	OC-VR-101	0	RIGHT OF WAY ACCESS MAP
6	OC-VR-201	0	SURVEY CONTROL PLAN SHEET 1 OF 3
7	OC-VR-202	0	SURVEY CONTROL PLAN SHEET 2 OF 3
8	OC-VR-203	0	SURVEY CONTROL PLAN SHEET 3 OF 3
CIVIL			
9	OC-C-101	0	TYPICAL SECTIONS
10	OC-XS-201	0	CROSS SECTIONS STA. 4641+00 TO STA. 4643+50
11	OC-XS-202	0	CROSS SECTIONS STA. 4644+00 TO STA. 4646+50
12	OC-XS-203	0	CROSS SECTIONS STA. 4647+00 TO STA. 4650+00
13	OC-XS-204	0	CROSS SECTIONS STA. 4650+50 TO STA. 4651+50
14	OC-XS-205	0	CROSS SECTIONS STA. 4912+50 TO STA. 4915+50
15	OC-XS-206	0	CROSS SECTIONS STA. 4915+65 TO STA. 4915+97
16	OC-GD-101	0	GRADING AND DRAINAGE PLAN AREA 1
17	OC-GD-102	0	GRADING AND DRAINAGE PLAN AREA 2
18	OC-GD-103	0	GRADING AND DRAINAGE PLAN AREA 3
19	OC-GD-104	0	GRADING AND DRAINAGE PLAN AREA 3
20	OC-GD-105	0	GRADING AND DRAINAGE PLAN AREA 4
21	OC-GD-106	0	GRADING AND DRAINAGE PLAN AREA 5
22	OC-GD-107	0	GRADING AND DRAINAGE PLAN AREA 6
23	OC-GD-201	0	GRADING AND DRAINAGE DETAILS SHEET 1 OF 3
24	OC-GD-202	0	GRADING AND DRAINAGE DETAILS SHEET 2 OF 3
25	OC-GD-203	0	GRADING AND DRAINAGE DETAILS SHEET 3 OF 3
26	OC-GD-301	0	REFERENCE STANDARDS
STRUCTURES			
27	OC-SW-201	0	CONCRETE U-CHANNEL DETAILS
28	OC-SW-202	0	CONCRETE U-CHANNEL MISCELLANEOUS DETAILS

6/17/2025
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REV.	DATE		BY	SUB.	APP.

INFORMATION CONFIDENTIAL:
All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential; and shall not be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority.

DESIGNED BY: A. STAKE
DRAWN BY: P. KEOUGH
CHECKED BY: B. CHEN
APPROVED BY: D. ADRIAN
DATE: 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
INDEX OF DRAWINGS

CONTRACT NO. E745D-20
DRAWING NO. OC-G-101
REVISION 0
SHEET NO. 2 OF 28
SCALE NONE

UTILITY AND AGENCY CONTACTS

AT&T	(949) 229-9640 BOB FLEISHER
CITY OF MISSION VIEJO	(949) 470-3091 MARK CHAGNON
COUNTY OF ORANGE	(714) 955-0313 ALEX GONZALEZ
COX COMMUNICATIONS	(619) 266-5480 SARA DUFOUR
EL TORO WATER DISTRICT	(949) 415-4032 RORY HARNISCH
IRVINE RANCH WATER DISTRICT	(949) 453-5300 BELISARIO RIOS
KINDER-MORGAN	(713) 420-2393 RAFAEL MOGOLLON
LEVEL 3/QWEST/LUMEN	(951) 203-4415 BRYAN CHURCH
MOULTON NIGUEL WATER DISTRICT	(949) 831-2500 MARK MOUNTFORD
MCI VERIZON	(951) 667-9469 PETE BALOGNA
SAN DIEGO GAS AND ELECTRIC	(949) 246-8511 DOLPHUS DAVIS
SANTA MARGARITA WATER DISTRICT	(949) 459-6612 BETSY PARKINSON
SOUTHERN CALIFORNIA EDISON	(909) 548-7249 GILBERT ACEVES
SOUTHERN CALIFORNIA GAS	(877) 238-0092 CHRISTOPHER KEEVERN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	HOT MIX ASPHALT
ACP	ASBESTOS CEMENT PIPE
ADA	AMERICANS WITH DISABILITIES ACT
APN	ASSESSOR PARCEL NUMBER
AT&T	AMERICAN TELEPHONE AND TELEGRAPH COMPANY
AWW	ABSOLUTE WORK WINDOW
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BM	BENCH MARK
BR	BRIDGE
BSL	BICYCLE SINGLE LOCKER
BW	BOTTOM OF WALL
C	CHORD
C&G	CURB AND GUTTER
CB	CHORD BEARING
CBC	CALIFORNIA BUILDING CODE
CI	CAST IRON
CH	CURB HEIGHT
CL, ℄	CENTERLINE
CLR	CLEAR
CMP, CSP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE-ARCH
COMMS	COMMUNICATIONS
CONC	CONCRETE
CONT	CONTINUED, CONTINUOUS
CPUC	CALIFORNIA PUBLIC UTILITIES COMMISSION
CS	POINT OF CIRCULAR CURVE TO SPIRAL
CT	CONCRETE TIES OR COURT OR POINT OF CURVE TO TANGENT
DBH	DIAMETER AT BREAST HEIGHT
Dc	DEGREE OF CURVE
DI	DRAINAGE INLET
DIA, Ø	DIAMETER
DOT	DEPARTMENT OF TRANSPORTATION (U.S.)
DR	DRIVE
Ds	DEFLECTION ANGLE - SPIRAL
DT	DEFLECTION ANGLE - TOTAL CURVE
DWG	DRAWING
E	EAST/EQUILIBRIUM SUPERELEVATION
EA	EACH
Ea	ACTUAL SUPERELEVATION
EC	END CURVE
ECR	END OF CURB RETURN
EG	EXISTING GROUND
ELEV, EL	ELEVATION
E'LY	EASTERLY
EQ	EQUAL
ES	ENGINEERING STANDARDS (SCRRA STANDARD DRAWINGS)
EST	EASEMENT
Eu	UNBALANCED SUPERELEVATION
EXIST, EX, (E)	EXISTING
FG	FINISHED GRADE

ABBREVIATIONS (CONT.)

FL	FLOW LINE
FOC	FIBER OPTIC CABLE
FRT	FREIGHT
FS	FINISHED SURFACE
FT	FEET, FOOT
GALV	GALVANIZED
GB	GRADE BREAK
GPS	GLOBAL POSITIONING SYSTEM
HDPE	HIGH DENSITY POLY ETHYLENE
HMA	HOT MIX ASPHALT
HP	HIGH PRESSURE, HIGH POINT
IC	IRRIGATION CONTROL
ICV	IRRIGATION CONTROL VALVE
IE	INVERT ELEVATION
INV	INVERT
IRWD	IRVINE RANCH WATER DISTRICT
JCT	JUNCTION
JT	JOINT
KV	KILOVOLT
L	LENGTH OR LEFT
LA	LOS ANGELES
Lc	LENGTH OF CIRCULAR CURVE
LED	LIGHT EMITTING DIODE DISPLAY
LF	LINEAR FEET
LH	LEFT HAND
LLT	LAST LONG TIE
LG	LIP OF GUTTER
LN	LANE
LOL	LAYOUT LINE
LP	LOW POINT
Ls	LENGTH OF SPIRAL
LT	LEFT OR LONG TANGENT
MAX	MAXIMUM
MCI	MICROWAVE COMMUNICATIONS INC.
MH	MANHOLE
MIN	MINIMUM OR MINUTE
MNH	MINI-HIGH PLATFORM
MOC	MIDDLE OF CURVE
MT	MAIN TRACK
NAD 83	NORTH AMERICAN DATUM OF 1983
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NGS	NATIONAL GEODETIC SURVEY
NO	NUMBER
NSRS	NATIONAL SPATIAL REFERENCE SYSTEM
OB	OUT BOARD
O.C.	ON CENTER
OCTA	ORANGE COUNTY TRANSPORTATION AUTHORITY
O.C.E.W.	ON CENTER EACH WAY
O.D.	OUTSIDE DIAMETER
OG	ORIGINAL GROUND
OHL	OVERHEAD LINE
PAS	PASSENGER
PB	PULL BOX
PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPUND CURVATURE
PD	PIPE DRAIN
PH	POT HOLE
PI	POINT OF INTERSECTION
PIP	PROTECT IN PLACE
PITO	POINT OF INTERSECTION OF TURNOUT
PLAT	PLATFORM
POB	POINT OF BEGINNING
POC	POINT OF CONNECTION/POINT ON CURVE
POE	POINT OF ENDING
POS	POINT OF SAFETY
POT	PATH OF TRAVEL/POINT ON TANGENT
POTO	POWER OPERATED TURNOUT
PPB	PEDESTRIAN PUSH BUTTON
PRE-EMPT	PREEMPTION
PROP	PROPOSED
PS	POINT OF SWITCH
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PTC	POSITIVE TRAIN CONTROL

ABBREVIATIONS (CONT.)

PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
PVC	POINT OF VERTICAL CURVE
PVRC	POINT OF VERTICAL REVERSE CURVE
R	RADIUS, VERTICAL CURVE PROPERTY, OR RIGHT
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RET	RETAINING
RH	RIGHT HAND
ROE	RIGHT-OF-ENTRY
ROW, R/W	RIGHT-OF-WAY
RPMS	RAISED PAVEMENT MARKERS
RR	RAILROAD
RSP	RIPRAP
RT	RIGHT
RTN	REAL TIME NETWORK
RW	RETAINING WALL
RWIC	ROADWAY WORKER-IN-CHARGE
RWP	ROADWAY WORKER PROTECTION
SC	POINT OF SPIRAL TO CIRCULAR CURVE
SCVWA	SANTA CLARITA VALLEY WATER AUTHORITY
SPI	POINT OF INTERSECTION OF SPIRAL
ST	STREET OR SHORT TANGENT OR POINT OF SPIRAL TO TANGENT
S/W OR SDWK	SIDEWALK
SCH	SCHEDULE
SCRRA	SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
SCE	SOUTHERN CALIFORNIA EDISON
SDGE	SAN DIEGO GAS AND ELECTRIC
SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
STA	STATION
ST	STREET OR SHORT TANGENT
SCP	STEEL CASED PIPE
SD	STORM DRAIN
SS	STORM SEWER
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SSWP	SAFE SYSTEM OF WORK PLAN
STD	STANDARD
TBD	TO BE DETERMINED
TC	POINT OF TANGENT TO CURVE/TOP OF CURVE OR TOP OF CURB OR TRACK CENTER(S)
TCE	TEMPORARY CONSTRUCTION EASEMENT
TD	TRAVEL DISTANCE/TRENCH DRAIN
TDI	TRENCH DRAIN INVERT
TEMP	TEMPORARY
TG	TOP OF GRATING
TO	TURNOUT
TOB	TOP OF BALLAST
TOR, T/R	TOP OF RAIL
TS	POINT OF TANGENT TO SPIRAL
TT	TIMBER/WOOD TIES
TVM	TICKET VENDING MACHINE
TW	TOP OF WALL
TWC	TIME WARNER CABLE
TYP	TYPICAL
UD	UNDERDRAIN
UP, UPRR	UNION PACIFIC RAILROAD
V	VELOCITY
VAR	VARIOUS, VARIES
VC	VERTICAL CURVE
W	WATER
W/	WITH
WD	WALL DRAIN
WGS	WORLD GEODETIC SYSTEM
W'LY	WESTERLY
WSE	WATER SURFACE ELEVATION
WSP	WELDED STEEL PIPE
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
XING	CROSSING

EXISTING LINESTYLES

ASPHALT SURFACE
BUILDING
BRUSH LINE/TREE LINE
CONCRETE SURFACE
CURB
DIRT SURFACE
EXISTING CENTERLINE OF TRACK
FENCE AND HANDRAILS
GUARD RAIL
GUTTER
RETAINING WALL
EXISTING RIGHT-OF-WAY LINE
EXISTING ELECTRICAL UNDERGROUND
EXISTING ELECTRICAL OVERHEAD
EXISTING FIBER UNDERGROUND
EXISTING FIBER OVERHEAD
EXISTING OIL LINE
EXISTING GAS LINE
EXISTING SEWER LINE
EXISTING WATER LINE
EXISTING STORM DRAIN

PROPOSED LINESTYLES

FENCE (TYPE PER PLAN)
RETAINING WALL
UNDERDRAIN
GRADING LIMIT
MAJOR CONTOUR
MINOR CONTOUR
FLOW LINE
CENTERLINE OF ROAD
SAWCUT

USER = blake.thomas
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4/10/2025

REV.	DATE		BY	SUB.	APP.

INFORMATION CONFIDENTIAL:
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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CONTACTS, ABBREVIATIONS, LINESTYLES & SYMBOLS

CONTRACT NO. E745D-20
DRAWING NO. OC-G-102
REVISION 0
SHEET NO. 3 OF 28
SCALE NONE

GENERAL NOTES

1. UTILITIES ARE SHOWN ACCORDING TO KNOWN UTILITY OWNER INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND THEIR SERVICE CONNECTIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR MUST MAINTAIN ALL TRAFFIC SIGNS IN ERECT POSITION AND SET SAME FRAME IN PROPER POSITION AT CLOSE OF THE JOB.
3. SANITARY SEWER AND STORM DRAIN MANHOLE FRAME AND COVER SETS SHALL BE ADJUSTED TO THE NEW FINISHED SURFACE GRADE BY THE CONTRACTOR. THE USE OF CAST IRON RAISING RINGS WILL NOT BE ACCEPTED.
4. PLANTED AREAS ADJACENT TO THE PROPOSED WORK WHICH ARE DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO MATCH EXISTING.
5. EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED IN PLANS. CONTRACTOR TO NOTIFY THE UTILITY OWNER(S) 72 HOURS PRIOR TO PAVING OR CONCRETE POUR IF UTILITY FACILITIES NEED TO BE RELOCATED OR ADJUSTED TO FINISHED GRADE.
6. THE CONTRACTOR SHALL REMOVE PORTION OF EXISTING SPRINKLER SYSTEMS IN CONFLICT WITH THE NEW CONSTRUCTION AND PROVIDE FOR THE IMMEDIATE RESTORATION OF A TEMPORARY SYSTEM, BEFORE FINAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL RESTORE THE SPRINKLER SYSTEM TO THEIR ORIGINAL COVERAGE LESS THE NEW PAVED AREAS.
7. PRIOR TO POURING CONCRETE ADJACENT TO EXISTING CURB & GUTTER THE CURB FACE SHALL BE PREPARED BY REMOVING CONCRETE REMNANTS AT FLOW LINE, DIRT, AND ASPHALT, TO ENSURE GOOD CONTACT WITH EXISTING CONCRETE.
8. CONTRACTOR SHALL NOTIFY RESIDENTIAL PROPERTY OWNERS 72 HOURS AND BUSINESS ESTABLISHMENTS 96 HOURS PRIOR TO CLOSURE OF THEIR EXISTING DRIVEWAY AND ACCESS POINTS.
9. ALL CONCRETE REMOVALS SHALL BE MADE TO A SAW CUT LINE PER SCRRA STANDARD SPECIFICATIONS.
10. ALL GAS VALVE COVERS & APPURTENANCES WILL BE ADJUSTED TO NEW FINISHED GRADE BY THE GAS COMPANY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE REQUIRED WORK.
11. ELECTRICAL VAULTS, MANHOLES, AND PULL BOXES WILL BE ADJUSTED TO FINISHED GRADE OR RELOCATED BY THE UTILITY OWNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE REQUIRED WORK. RELOCATION OF TRAFFIC SIGNAL PULL BOXES, TRAFFIC SIGNAL POLES, TRAFFIC SIGNAL UTILITY CONTROL BOXES, AND OTHER MISCELLANEOUS TRAFFIC FACILITIES SHALL BE COMPLETED BY THE CONTRACTOR.
12. CONTRACTOR TO INSTALL AND MAINTAIN SCRRA APPROVED TEMPORARY FENCING BETWEEN WORK AREA AND MAIN LINE TRACKS DURING CONSTRUCTION WITHIN METROLINK RIGHT-OF-WAY TO THE SATISFACTION OF THE ENGINEER.
13. ALL WORK IN THE RAILROAD RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SCRRA STANDARDS AND PROCEDURES.
14. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION TO ALLOW UTILITY OWNERS TO MARK THE LOCATION OF THEIR RESPECTIVE UNDERGROUND FACILITIES/UTILITIES, PUBLIC, OR PRIVATE, SHOWN OR NOT SHOWN ON THESE PLANS.
15. ALL CONSTRUCTION, GRADING, STORAGE AND TRANSPORTATION ACTIVITIES WILL BE CONDUCTED IN A MANNER CONSISTENT WITH THE STORM WATER POLLUTION CONTROL PLAN/STORM WATER POLLUTION PREVENTION PLAN SUBMITTED FOR THIS PROJECT AND THE ORANGE COUNTY STORM WATER QUALITY MANAGEMENT PROGRAM. A COPY OF THE STORM WATER POLLUTION PLAN AND/OR THE STORM WATER POLLUTION PREVENTION PLAN WILL BE ON SITE AND AVAILABLE FOR REVIEW AT ALL TIMES DURING CONSTRUCTION.
16. GRADING SHALL BE IN ACCORDANCE WITH SPECIFIC JURISDICTIONAL REQUIREMENTS AS INDICATED IN SPECIFICATION 31 20 00.
17. ALL CONCRETE SHALL CONFORM TO THE SCRRA SPECIFICATIONS AND STANDARDS.
18. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS, AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD SCRRA AND THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONALS.
19. THE CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS AND PAY PERMIT FEES AS REQUIRED FOR CONSTRUCTION OF THIS PROJECT.

SPECIFICATIONS

ALL WORK SHALL CONFORM TO THE SCRRA STANDARD SPECIFICATIONS: PROJECT SPECIFIC SPECIFICATIONS: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY (AREMA), 2024 EDITION STANDARD SPECIFICATIONS: AND CALTRANS STANDARD SPECIFICATIONS.

INSPECTION

CONTRACTOR TO OBTAIN NECESSARY PERMITS TO WORK WITHIN SCRRA AND CITY RIGHT-OF-WAY, ALL WORK AND MATERIALS ARE SUBJECT TO INSPECTION PURSUANT TO LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC). CALL AT LEAST 48 HOURS (OR AS REQUIRED BY THE SPECIFIC PERMIT) IN ADVANCE OF THE WORKING DAY BEFORE THE INSPECTION IS REQUIRED.

REMOVALS

A. REMOVE ALL EXISTING IMPROVEMENTS THAT INTERFERE WITH THE CONSTRUCTION OF THIS PROJECT, AND AS INDICATED ON THE PLANS.
B. UTILITIES THAT NEED TO BE REMOVED OR RELOCATED SHALL BE DONE SO BY OTHERS, EXCEPT WHERE NOTED ON THE PLANS.

NOTICE TO ADJACENT PROPERTY OWNER

THE CONTRACTOR SHALL GIVE REASONABLE NOTICE TO ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE CONSTRUCTION OF THIS PROJECT PRIOR TO STARTING WORK PER SCRRA SPECIFICATION 01 14 00.

ADVANCE CONSTRUCTION NOTICE SIGNS

ADVANCED CONSTRUCTION NOTICE SIGNS ARE REQUIRED BY THE PROVISIONS OF THE "WORK AREA TRAFFIC CONTROL HANDBOOK (WATCHBOOK)", LATEST EDITION.

UNDERGROUND SERVICE ALERT

SCRRA IS NOT A MEMBER OF DIGALERT. THE APPLICANT SHALL CALL SCRRA'S SIGNAL DEPARTMENT AT (909) 592-1346 OR BY EMAILING THE ROE COORDINATOR A MINIMUM OF FIFTEEN DAYS PRIOR TO BEGINNING CONSTRUCTION TO MARK SIGNAL AND COMMUNICATION CABLES AND CONDUITS. NO WORK MAY PROCEED UNTIL AN SCRRA C&S AUTHORIZATION NUMBER IS PROVIDED. SCRRA C&S AUTHORIZATION NUMBERS ARE VALID FOR 28 DAYS.

BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT INQUIRY I.D. NUMBER BY CALLING 811. THIS I.D. NUMBER SHALL BE REPORTED TO SCRRA UPON RECEIPT.

SURVEY

SURVEY MONUMENT PRESERVATION IS REQUIRED AND SHALL FOLLOW SECTION 01 71 23 OF THE SCRRA STANDARD SPECIFICATIONS. ADDITIONAL SURVEY NOTES AND FIELD ENGINEERING SHALL FOLLOW THE SCRRA STANDARD SPECIFICATIONS.

REV.	DATE		BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GENERAL NOTES

CONTRACT NO. E745D-20
DRAWING NO. OC-G-200
REVISION 0
SHEET NO. 4 OF 28
SCALE NONE

4/10/2025
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USER = blake.thomas



RIGHT OF WAY ACCESS MAP

N.T.S.

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APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
RIGHT OF WAY ACCESS MAP

CONTRACT NO. E745D-20
DRAWING NO. OC-VR-101
REVISION 0
SHEET NO. 5 OF 28
SCALE AS NOTED

BASIS OF SURVEY

HORIZONTAL CONTROL: THE BASIS OF THE HORIZONTAL CONTROL IS THE NORTH AMERICAN DATUM OF 1983 (NAD83), CALIFORNIA COORDINATE SYSTEM ZONE VI (CCSZVI), EPOCH 2010.00. DETERMINED LOCALLY BY THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) GEODETIC SURVEY CONTROL NETWORK POINTS L027, L028, AND S023 (SEE TABLE BELOW FOR COORDINATES).

VERTICAL CONTROL: THE BASIS OF THE VERTICAL CONTROL IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), SPECIFICALLY THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) SURVEY CONTROL NETWORK POINTS L027, L028, AND S023 (SEE TABLE BELOW FOR ELEVATIONS).

HORIZONTAL AND VERTICAL CONTROL REFERENCES				
POINT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
L027	2175405.44	6115930.90	314.76	SCRRA CONTROL PT
L028	2138252.07	6128932.20	204.10	2" SILVER DISK
S023	2162018.33	6128020.91	349.18	2" SILVER DISK W/ PUNCH "SIC BM-11"





REV.	DATE		BY / SUB.	APP.

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SURVEYED BY: J. HARRINGTON
DRAWN BY: C. GUTIERREZ
CHECKED BY: M. GARCIA
APPROVED BY: S. WAGNER
DATE: 03-28-2025

LICENSED LAND SURVEYOR
STEPHANIE WAGNER
No. 5752
STATE OF CALIFORNIA

METROLINK

WAGNER ENGINEERING & SURVEY, INC.
17734 DEVONSHIRE STREET • SUITE 200 • NORTHRIDGE • CA • 91325-1619
818.892.6565 • FAX 818.488.9480 • mail@wesinc.org • www.wesinc.org

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II

SURVEY CONTROL PLAN

CONTRACT NO. E745D-20
DRAWING NO. OC-VR-201
REVISION 0
SHEET NO. 6 OF 28
SCALE NONE

CONTROL POINTS				
Point #	Northing	Easting	Elevation	Raw Description
1	2177582.23	6118903.83	370.06	AT
2	2178447.28	6119963.20	393.17	AT
3	2176206.89	6120003.60	385.81	AT
4	2177115.31	6121180.84	410.93	AT
5	2174302.32	6121628.30	413.80	AT
6	2175033.92	6122668.14	446.38	PID
7	2175669.65	6121570.89	423.04	AT
8	2172008.66	6123779.84	438.31	AT
9	2172934.50	6124846.94	444.77	PID
10	2171221.53	6125797.04	466.23	AT
11	2170823.75	6125034.75	438.65	AT
12	2168867.36	6125713.04	464.43	AT
13	2169653.68	6126796.23	464.96	AT
200	2175427.16	6121534.22	421.64	RR–SPK
201	2175063.73	6121859.39	438.01	RR–SPK



							INFORMATION CONFIDENTIAL: All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential; and shall not be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority.	SURVEYED BY J. HARRINGTON DRAWN BY C. GUTIERREZ CHECKED BY M. GARCIA APPROVED BY S. WAGNER DATE 03-28-2025	LICENSED LAND SURVEYOR STEPHANIE A. WAGNER No. 5752 STATE OF CALIFORNIA
REV.	DATE		BY	SUB.	APP.				

METROLINK

WAGNER ENGINEERING & SURVEY, INC.
17734 DEVONSHIRE STREET • SUITE 200 • NORTHRIDGE • CA • 91325-1619
818.892.6565 • FAX 818.488.9480 • mail@wesinc.org • www.wesinc.org

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II

SURVEY CONTROL PLAN

CONTRACT NO. E745D-20
DRAWING NO. OC-VR-202
REVISION 0
SHEET NO. 7 OF 28
SCALE NONE

CONTROL POINTS				
Point #	Northing	Easting	Elevation	Raw Description
14	2150523.87	6127593.19	266.70	AT
15	2150536.92	6127806.13	269.05	AT
16	2150255.57	6127752.10	267.24	AT
17	2149951.18	6127883.16	298.15	AT
18	2149778.93	6127395.89	281.93	AT
208	2150368.61	6127663.91	264.02	RR-SPK
209	2150126.39	6127649.25	262.92	RR-SPK



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REV.	DATE		BY	SUB.	APP.

SURVEYED BY: J. HARRINGTON
DRAWN BY: C. GUTIERREZ
CHECKED BY: M. GARCIA
APPROVED BY: S. WAGNER
DATE: 03-28-2025

LICENSED LAND SURVEYOR
STEPHANIE WAGNER
No. 5752
STATE OF CALIFORNIA

METROLINK

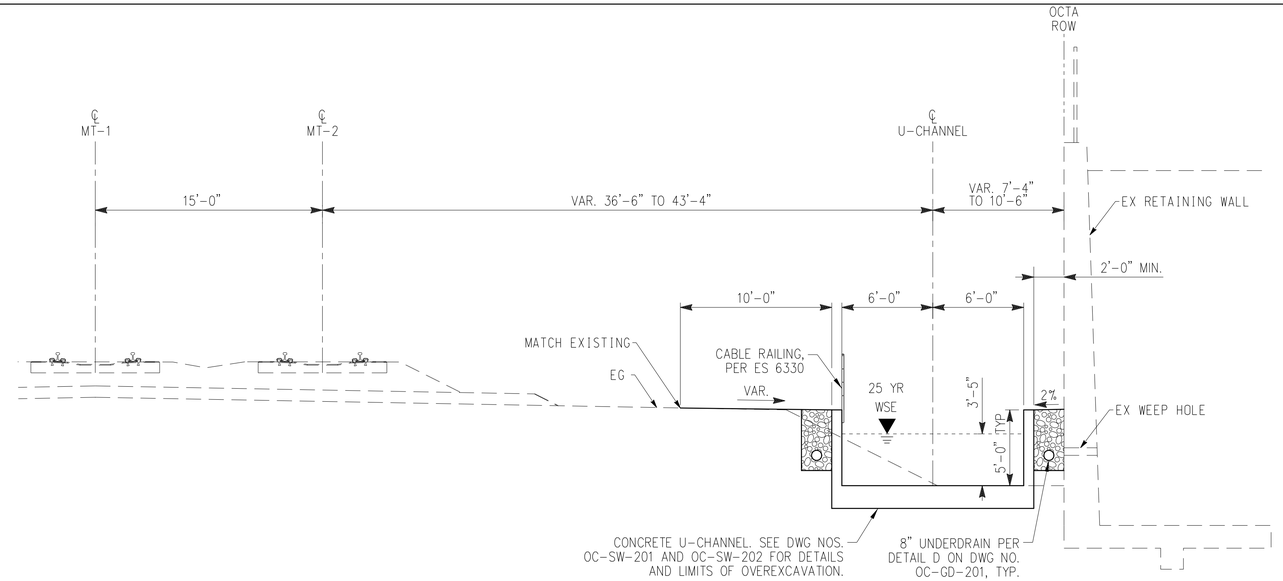
WAGNER ENGINEERING & SURVEY, INC.
17124 DEVONSHIRE STREET • SUITE 200 • NORTHRIDGE • CA • 91325-1619
818.892.6565 • FAX 818.468.9480 • mail@wesinc.org • www.wesinc.org

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

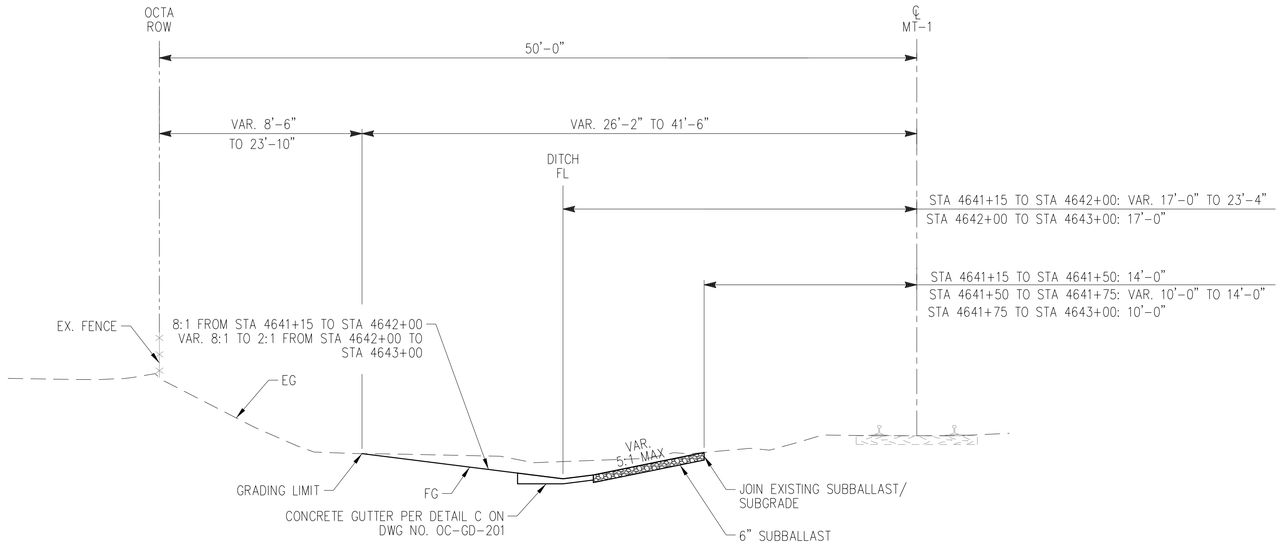
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II

SURVEY CONTROL PLAN

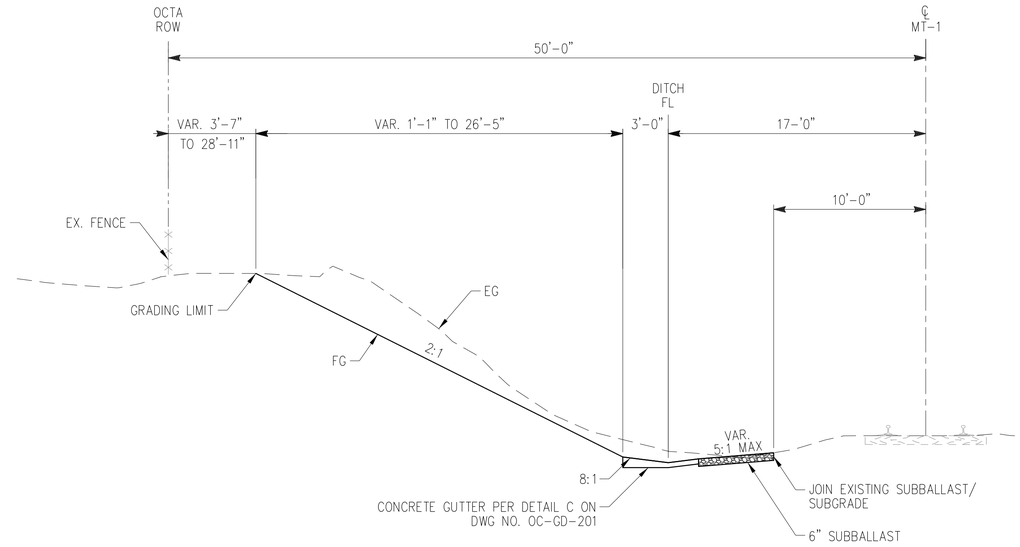
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DRAWING NO. OC-VR-203
REVISION 0
SHEET NO. 8 OF 28
SCALE NONE



TYPICAL SECTION: AREA 6
STA 4912+51.80 – STA 4915+97.00



TYPICAL SECTION: AREA 3
STA 4641+15 – STA 4643+00



TYPICAL SECTION: AREA 3
STA 4643+00 – STA 4651+00

HORIZONTAL
5 0 5 10
SCALE: 1"=5'

4/10/2025
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USER - blake.thomas

REV.	DATE	BY	SUB.	APP.

INFORMATION CONFIDENTIAL:
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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

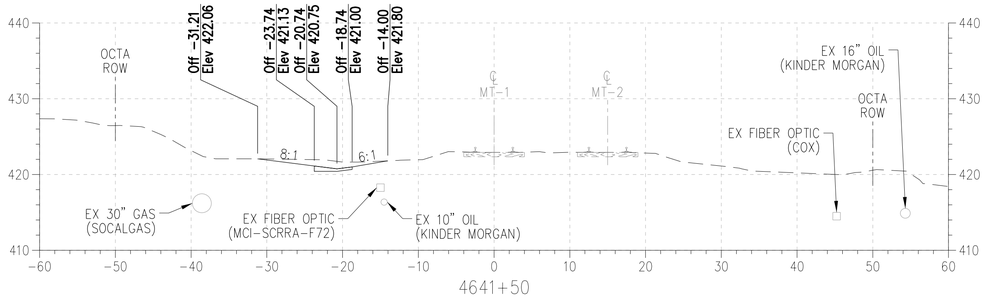
REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK
Kimley»Horn

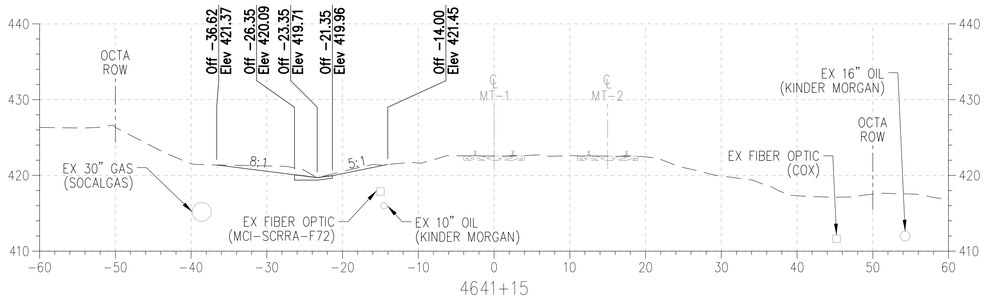
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APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
TYPICAL SECTIONS

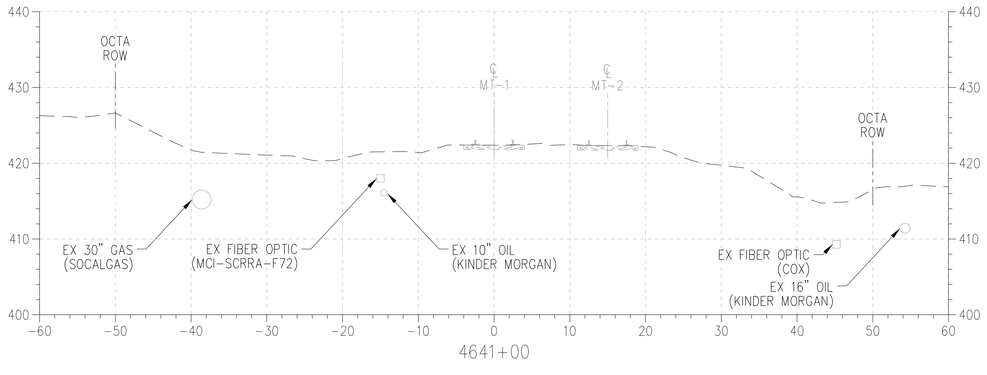
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DRAWING NO. OC-C-101
REVISION 0
SHEET NO. 9 OF 28
SCALE AS NOTED



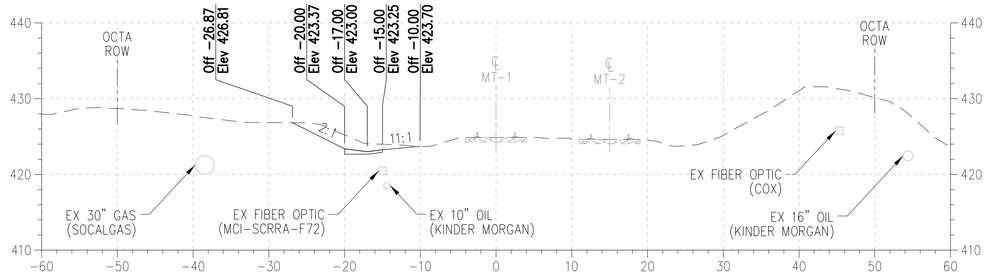
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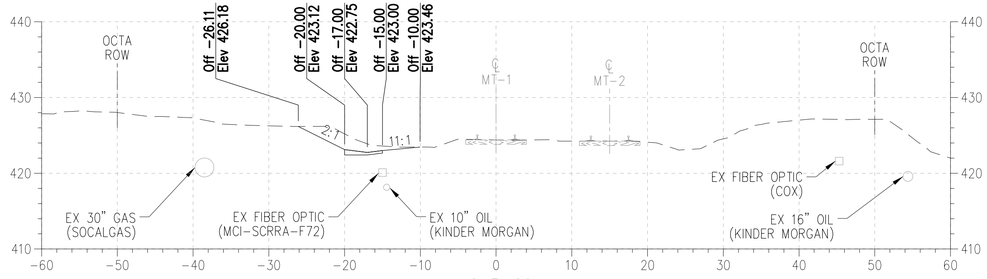
4641+15



4641+00

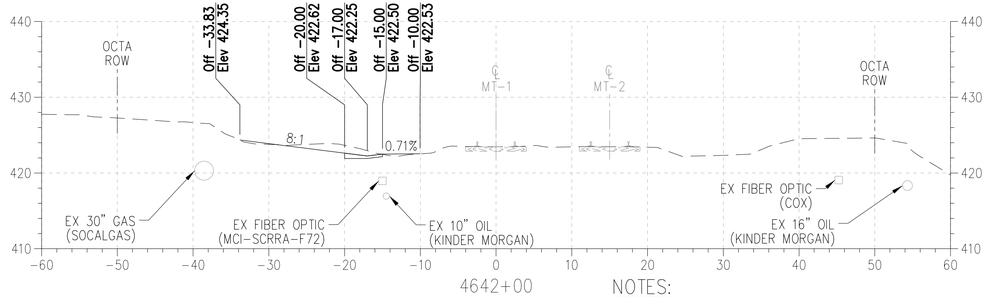


4643+50



4643+00

4642+50



4642+00

NOTES:

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4/10/2025
USER - blake.thomas
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REV.	DATE		BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

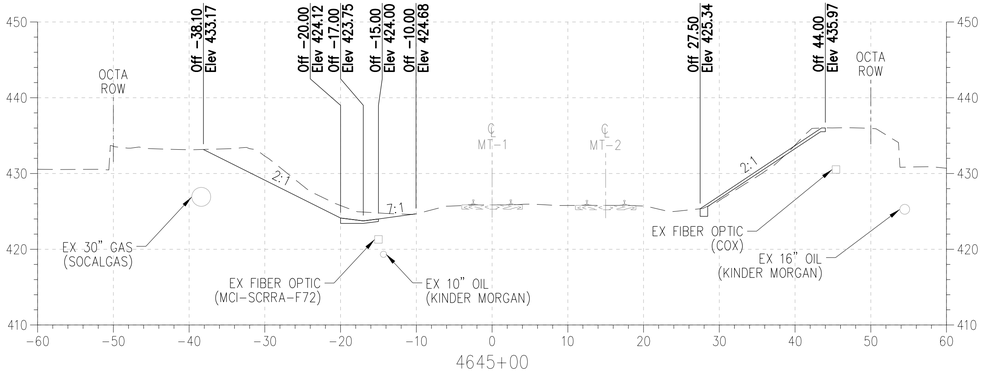
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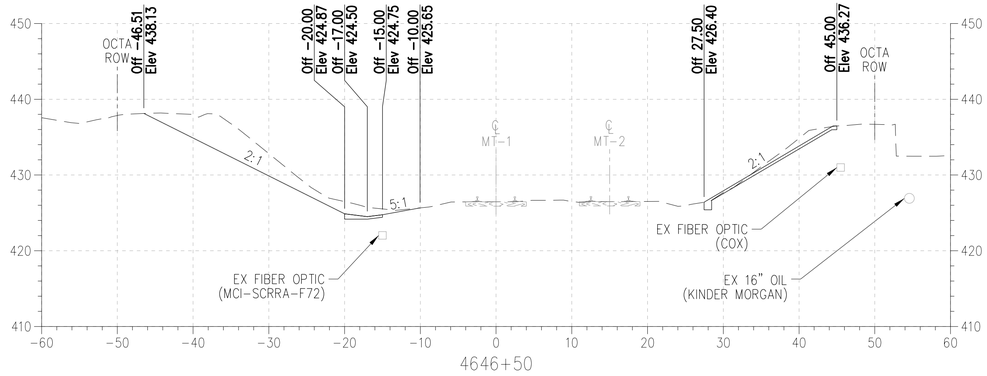
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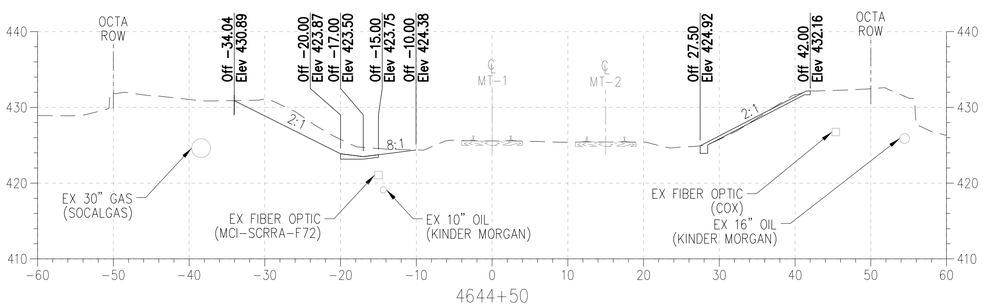
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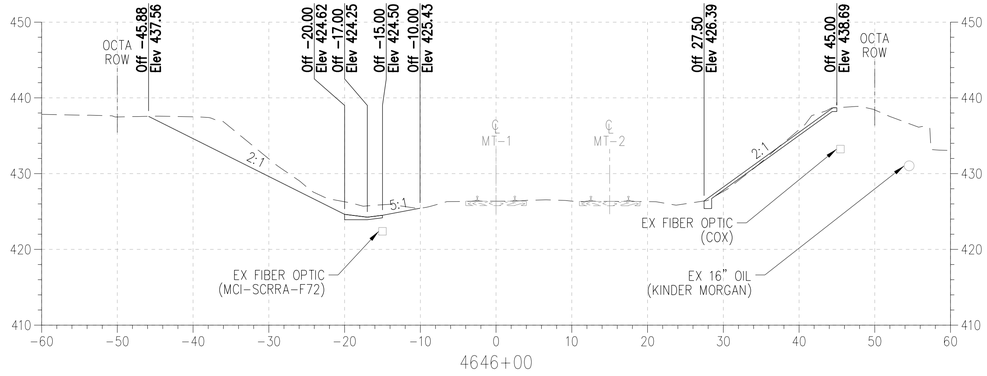
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4641+00 TO STA. 4643+50

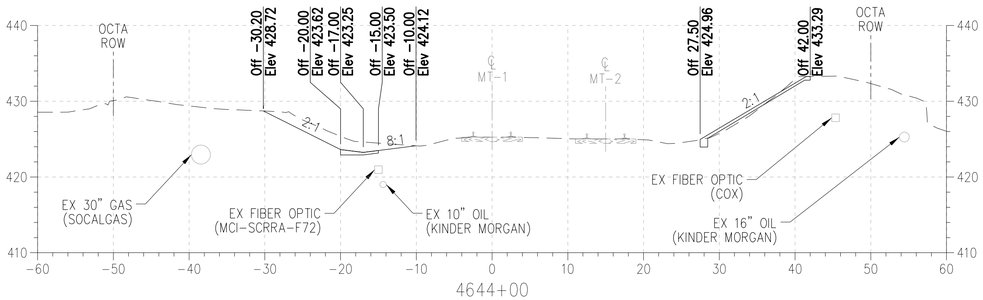
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DRAWING NO. OC-XS-201
REVISION 0
SHEET NO. 10 OF 28
SCALE AS NOTED

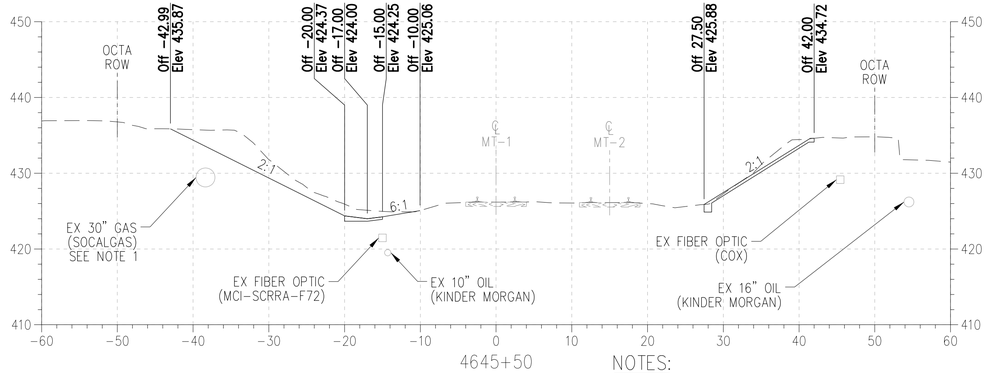












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REV.	DATE	BY	SUB.	APP.

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DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

Kimley»Horn

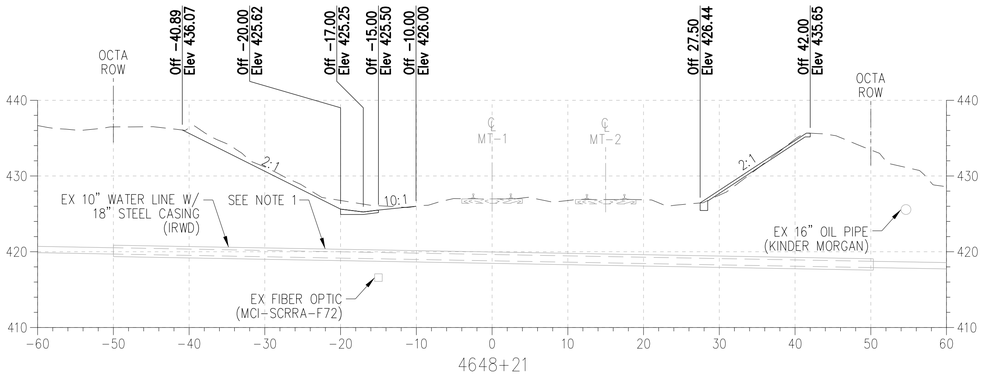
SUBMITTED: _____ PROJECT MANAGER

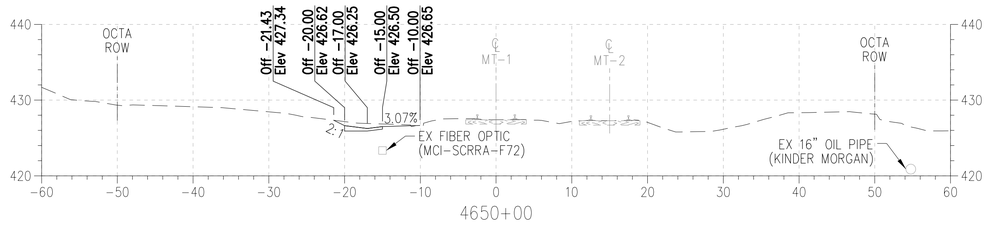
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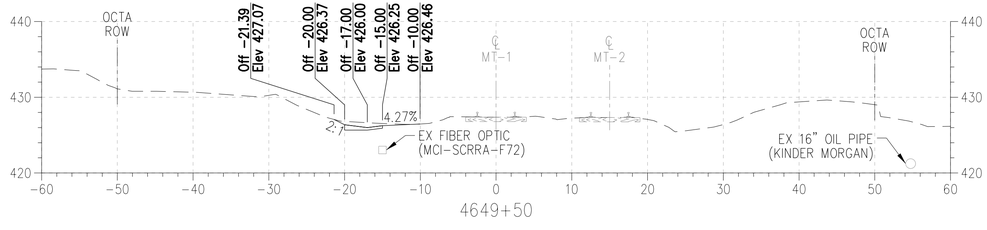
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4644+00 TO STA. 4646+50

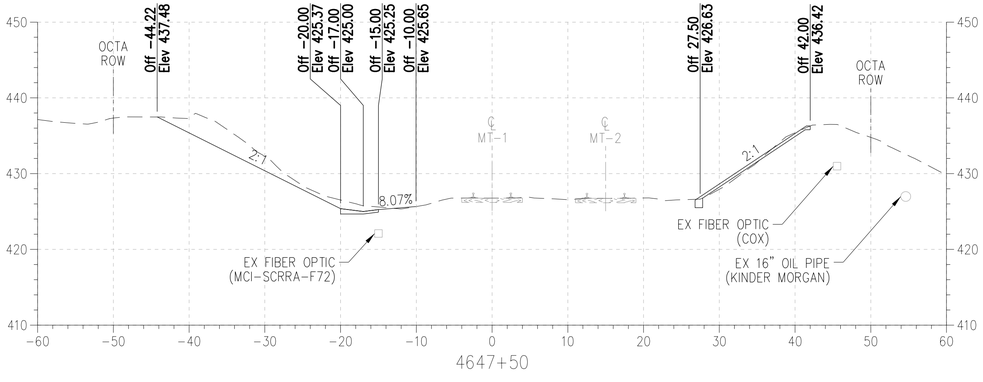
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DRAWING NO. OC-XS-202
REVISION 0
SHEET NO. 11 OF 28
SCALE AS NOTED

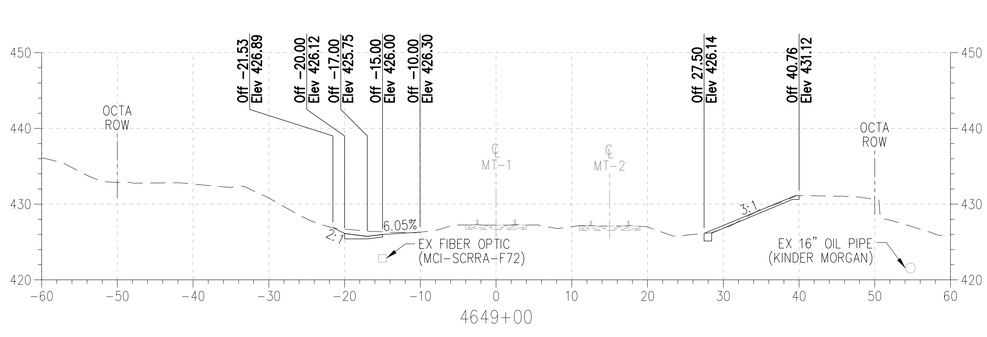
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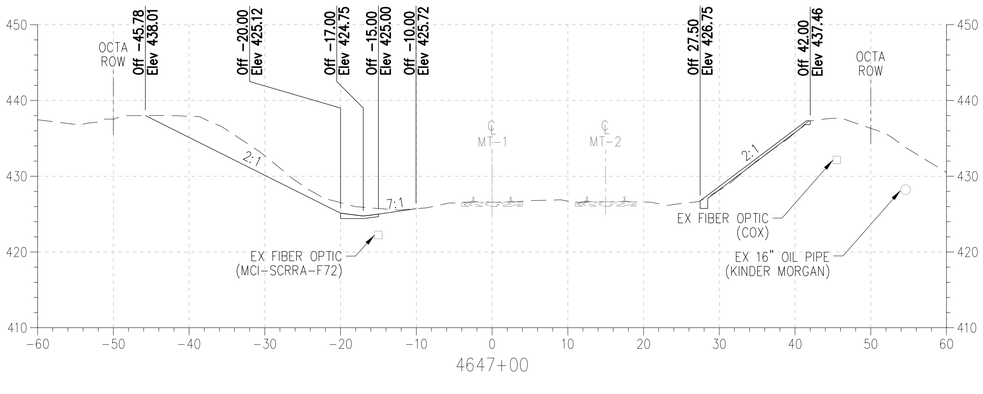


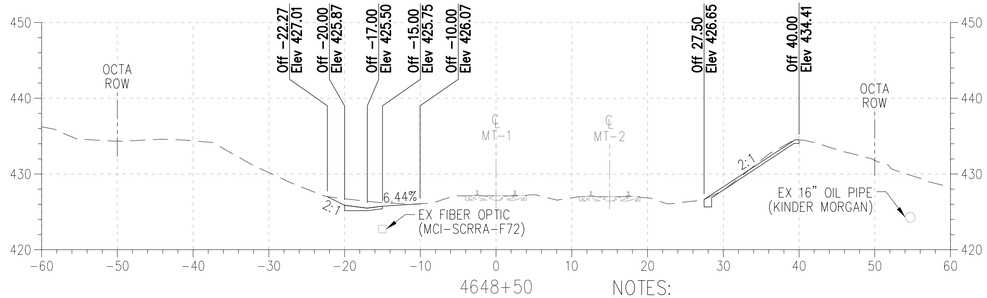












NOTES:

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4/10/2025
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USER = blake.thomas

REV.	DATE	BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

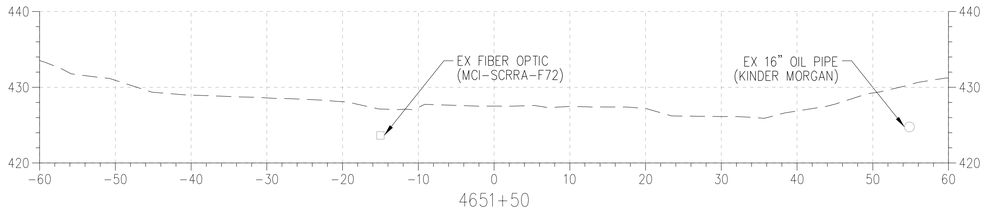
Kimley»Horn

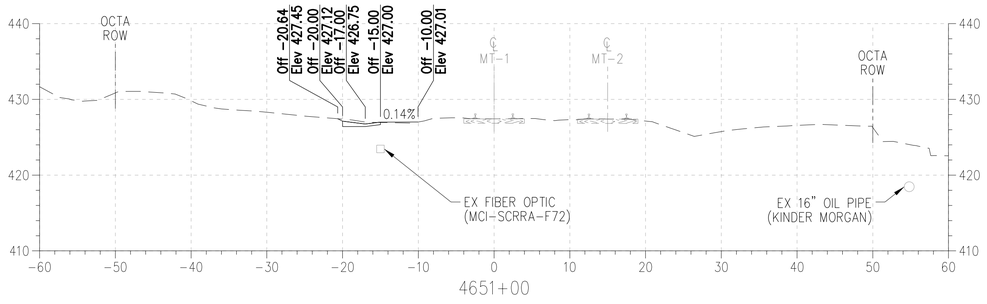
SUBMITTED: _____ PROJECT MANAGER

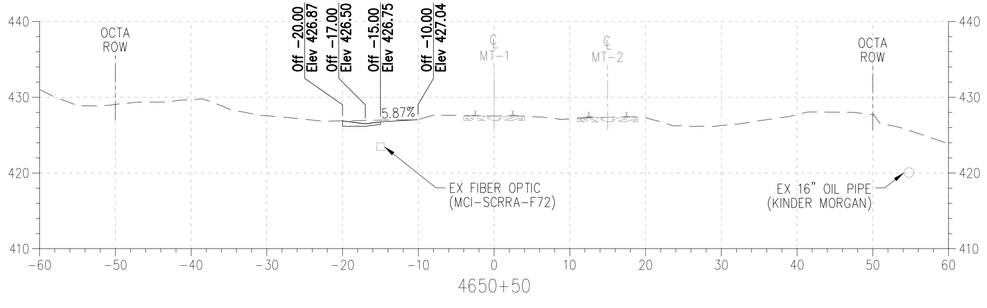
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4647+00 TO STA. 4650+00

CONTRACT NO. E745D-20
DRAWING NO. OC-XS-203
REVISION 0
SHEET NO. 12 OF 28
SCALE AS NOTED







NOTES:

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DESIGNED BY: A. STAKE
DRAWN BY: P. KEOUGH
CHECKED BY: B. CHEN
APPROVED BY: D. ADRIAN
DATE: 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

METROLINK

Kimley»Horn

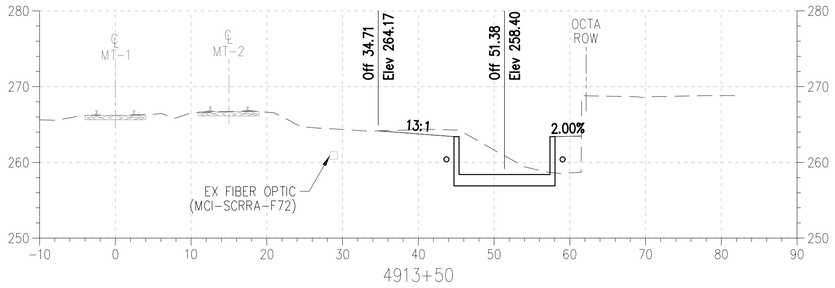
SUBMITTED: _____ PROJECT MANAGER

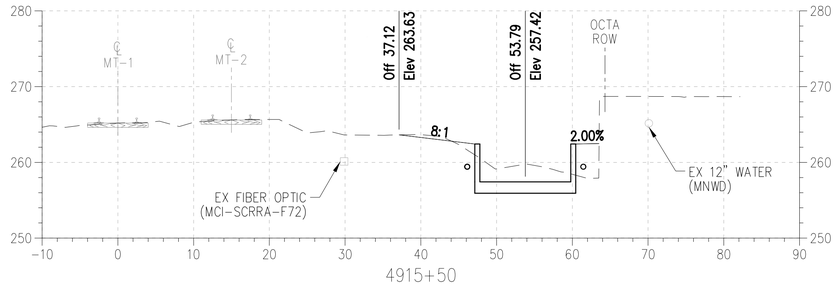
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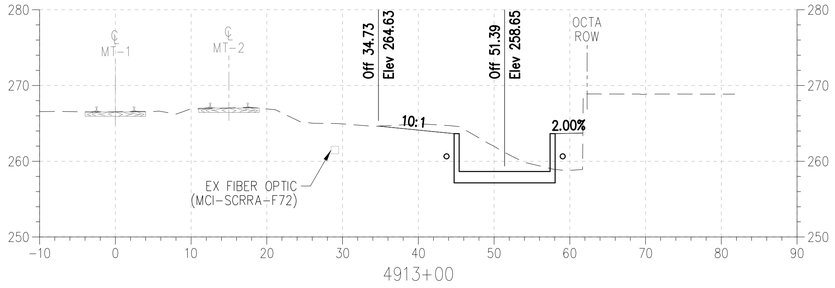
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4650+50 TO STA. 4651+50

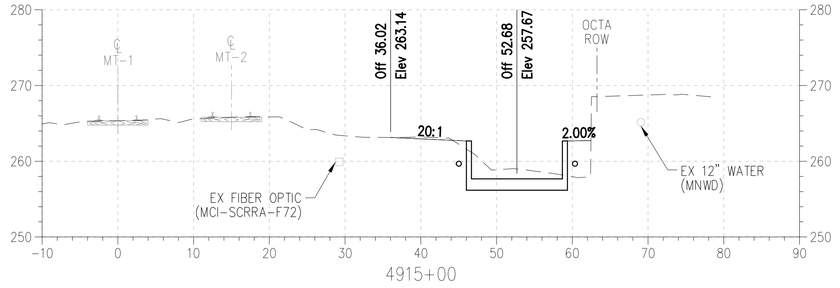
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DRAWING NO. OC-XS-204
REVISION 0
SHEET NO. 13 OF 28
SCALE AS NOTED

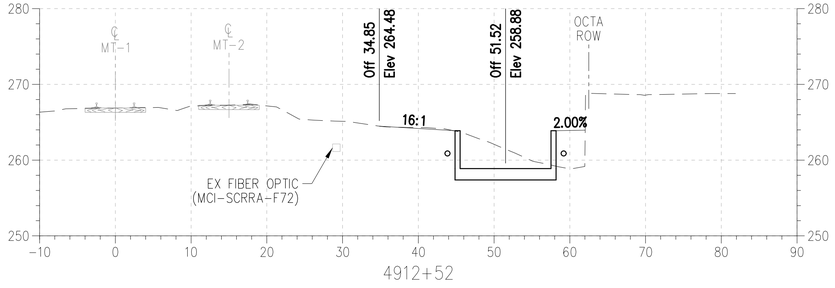
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USER = blake.thomas

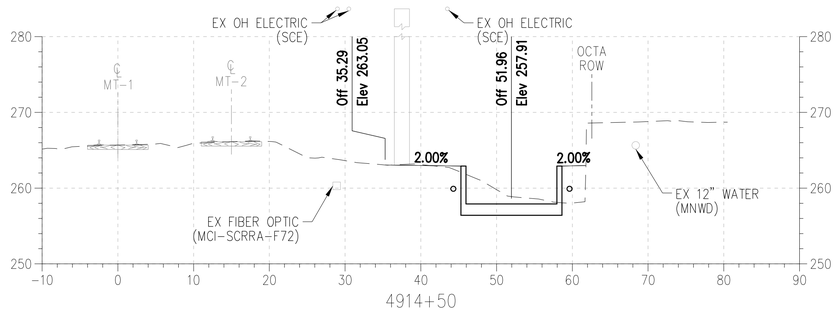


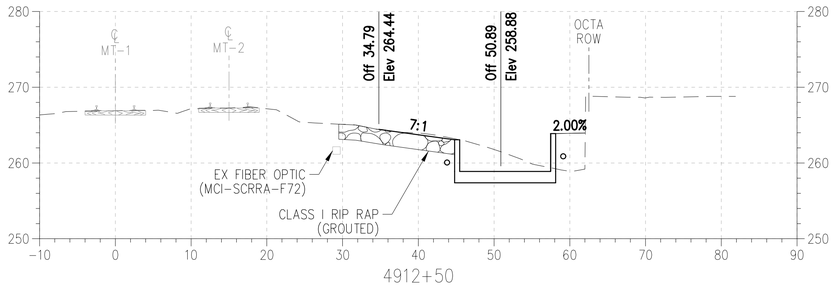


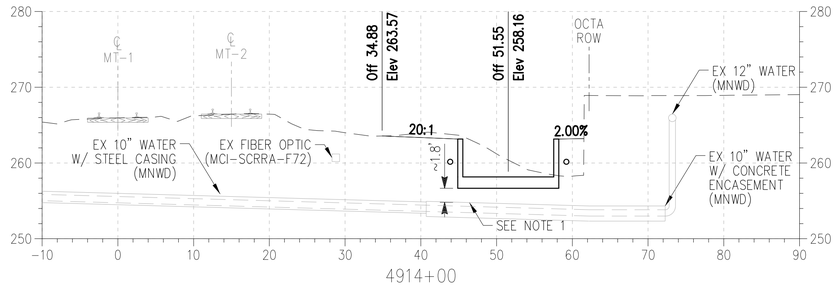












NOTES:

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REV.	DATE		BY	SUB	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

METROLINK

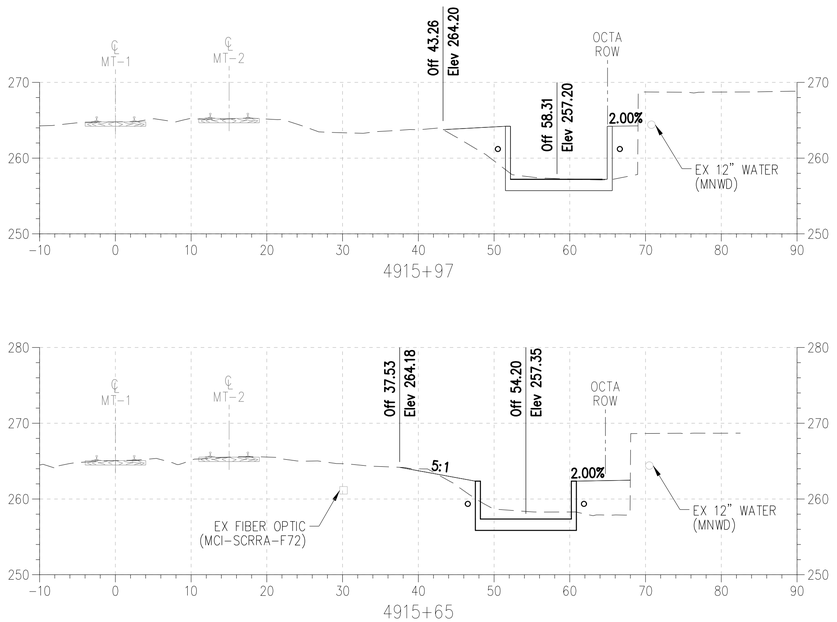
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4912+50 TO STA. 4915+50

CONTRACT NO. E745D-20
DRAWING NO. OC-XS-205
REVISION 0
SHEET NO. 14 OF 28
SCALE AS NOTED

4/10/2025
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DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

Kimley»Horn

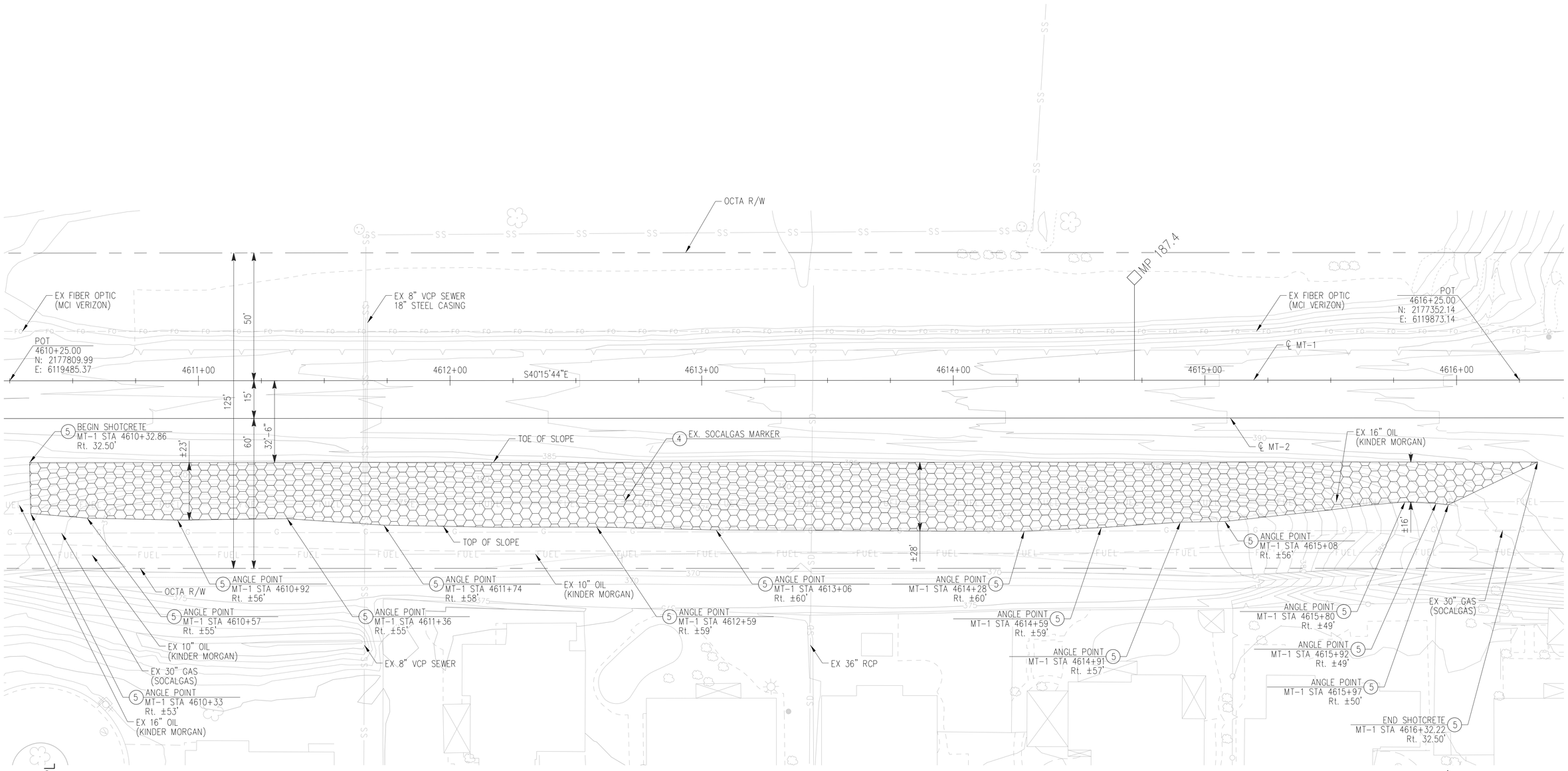
SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CROSS SECTIONS
STA. 4915+65 TO STA. 4915+97

CONTRACT NO. E745D-20
DRAWING NO. OC-XS-206
REVISION 0
SHEET NO. 15 OF 28
SCALE AS NOTED

4/10/2025 USER = blake.thomas
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NOTES:

1. UTILITIES ARE SHOWN ACCORDING TO KNOWN UTILITY OWNER INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND THEIR SERVICE CONNECTIONS PRIOR TO CONSTRUCTION.
2. STATIONING IS BASED OFF ℄ MT-1.
3. SLOPE STABILIZATION LIMITS TO BE VERIFIED IN THE FIELD WITH THE ENGINEER PRIOR TO CONSTRUCTION.
4. FOR GROUTED RIP-RAP, OUTER ROCKS SHALL PROJECT ABOVE THE CONCRETE SURFACE BY A HEIGHT OF 0.25-0.32 TIMES THE ROCK DIAMETER.

LEGEND

SHOTCRETE

CONSTRUCTION NOTES

(4) REMOVE/RELOCATE BY OTHERS.
(5) CONSTRUCT SHOTCRETE PER DETAIL E ON OC-GD-201.

HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

INFORMATION CONFIDENTIAL:
All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential and shall not be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority.

DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

METROLINK

Kimley»Horn

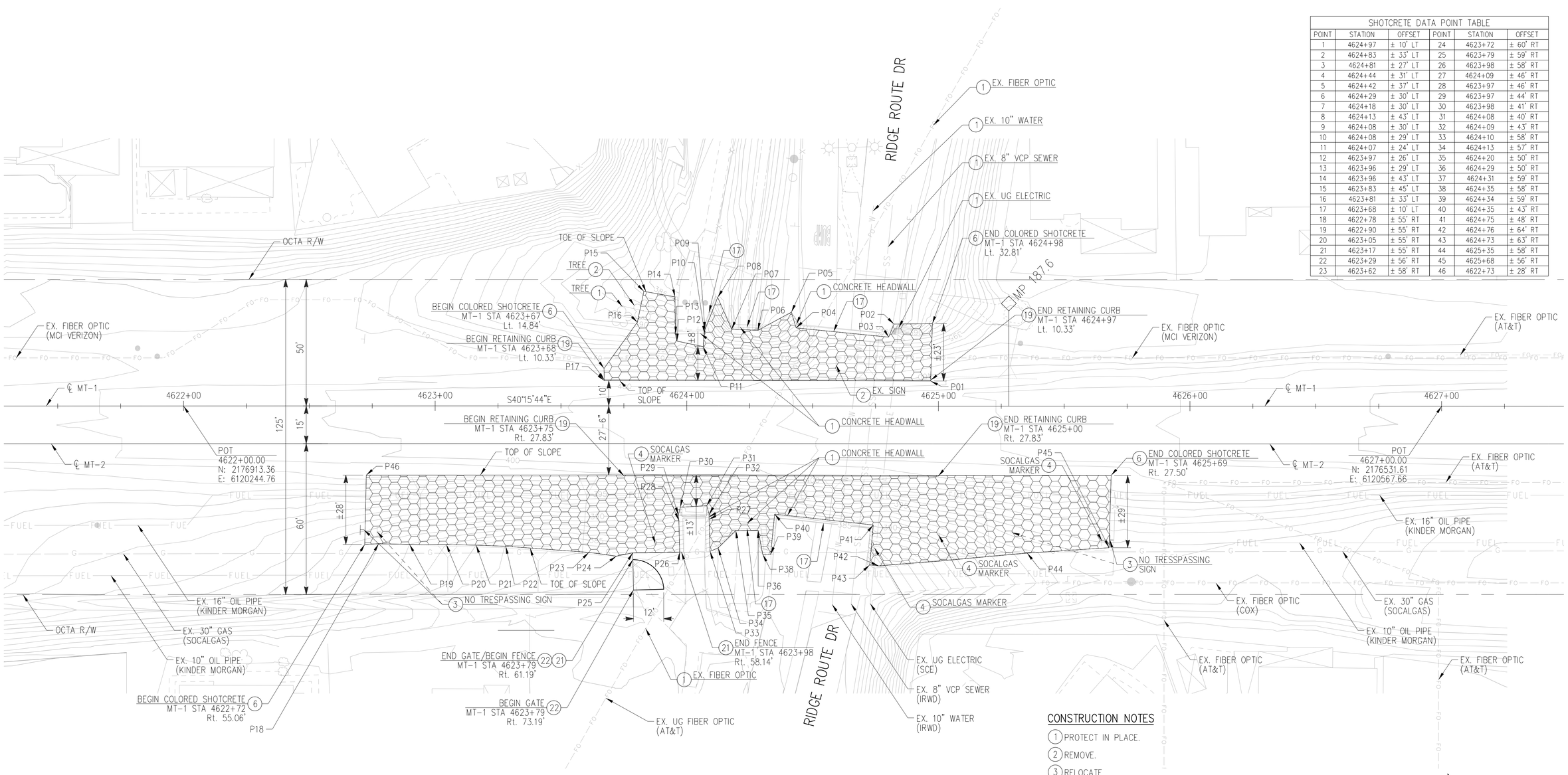
SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 1

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-101
REVISION 0
SHEET NO. 16 OF 28
SCALE AS NOTED

4/10/2025
USER - blake.thomas
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SHOTCRETE DATA POINT TABLE					
POINT	STATION	OFFSET	POINT	STATION	OFFSET
1	4624+97	± 10' LT	24	4623+72	± 60' RT
2	4624+83	± 33' LT	25	4623+79	± 59' RT
3	4624+81	± 27' LT	26	4623+98	± 58' RT
4	4624+44	± 31' LT	27	4624+09	± 46' RT
5	4624+42	± 37' LT	28	4623+97	± 46' RT
6	4624+29	± 30' LT	29	4623+97	± 44' RT
7	4624+18	± 30' LT	30	4623+98	± 41' RT
8	4624+13	± 43' LT	31	4624+08	± 40' RT
9	4624+08	± 30' LT	32	4624+09	± 43' RT
10	4624+08	± 29' LT	33	4624+10	± 58' RT
11	4624+07	± 24' LT	34	4624+13	± 57' RT
12	4623+97	± 26' LT	35	4624+20	± 50' RT
13	4623+96	± 29' LT	36	4624+29	± 50' RT
14	4623+96	± 43' LT	37	4624+31	± 59' RT
15	4623+83	± 45' LT	38	4624+35	± 58' RT
16	4623+81	± 33' LT	39	4624+34	± 59' RT
17	4623+68	± 10' LT	40	4624+35	± 43' RT
18	4622+78	± 55' RT	41	4624+75	± 48' RT
19	4622+90	± 55' RT	42	4624+76	± 64' RT
20	4623+05	± 55' RT	43	4624+73	± 63' RT
21	4623+17	± 55' RT	44	4625+35	± 58' RT
22	4623+29	± 56' RT	45	4625+68	± 56' RT
23	4623+62	± 58' RT	46	4622+73	± 28' RT



NOTES:

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2. STATIONING IS BASED OFF ℄ MT-1.
3. SLOPE STABILIZATION LIMITS TO BE VERIFIED IN THE FIELD WITH THE ENGINEER PRIOR TO CONSTRUCTION.
4. FOR GROUTED RIP-RAP, OUTER ROCKS SHALL PROJECT ABOVE THE CONCRETE SURFACE BY A HEIGHT OF 0.25-0.32 TIMES THE ROCK DIAMETER.

LEGEND

SHOTCRETE

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE.
3. RELOCATE.
4. REMOVE/RELOCATE BY OTHERS.
6. CONSTRUCT COLORED SHOTCRETE PER DETAIL E ON OC-GD-201.
17. CONSTRUCT HANDRAIL PER ES 6330.
19. CONSTRUCT RETAINING CURB AND HANDRAIL PER DETAIL B ON DWG NO. OC-GD-201.
21. CONSTRUCT 6' CHAIN LINK FENCE PER SCRRA ES 5106.
22. CONSTRUCT TUBULAR STEEL GATE PER SCRRA ES 5107.

HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

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DESIGNED BY	A. STAKE
DRAWN BY	P. KEOUGH
CHECKED BY	B. CHEN
APPROVED BY	D. ADRIAN
DATE	04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

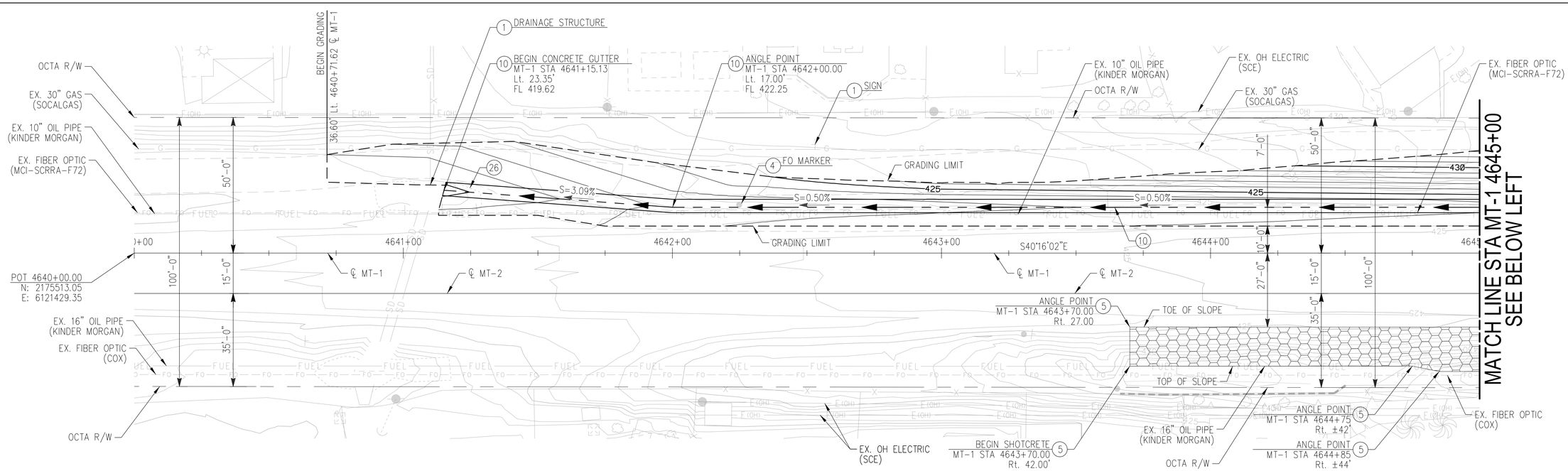
METROLINK
Kimley»Horn

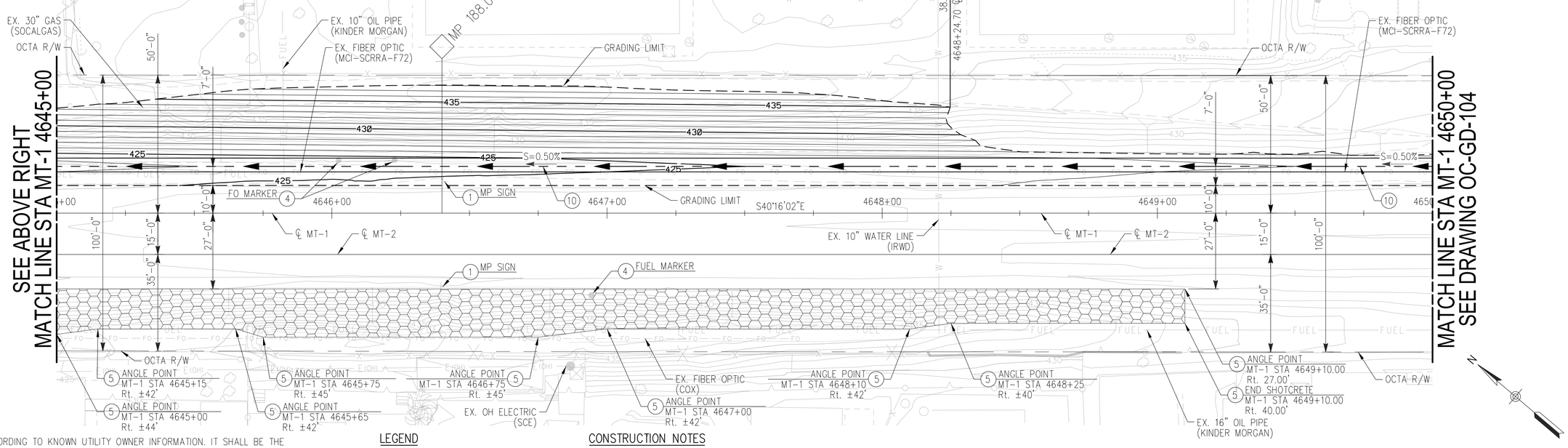
SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 2

CONTRACT NO.	E745D-20
DRAWING NO.	OC-GD-102
REVISION	0
SHEET NO.	17 OF 28
SCALE	AS NOTED

4/10/2025
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USER = blake.thomas





NOTES:

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2. STATIONING IS BASED OFF ℄ MT-1.
3. SLOPE STABILIZATION LIMITS TO BE VERIFIED IN THE FIELD WITH THE ENGINEER PRIOR TO CONSTRUCTION.
4. FOR GROUTED RIP-RAP, OUTER ROCKS SHALL PROJECT ABOVE THE CONCRETE SURFACE BY A HEIGHT OF 0.25-0.32 TIMES THE ROCK DIAMETER.

LEGEND

SHOTCRETE

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(4) REMOVE/RELOCATE BY OTHERS.
(5) CONSTRUCT SHOTCRETE PER DETAIL E ON OC-GD-201.
(10) CONSTRUCT CONCRETE GUTTER PER DETAIL C ON DWG. OC-GD-201.
(26) REMOVE EXISTING SHOTCRETE EAST OF JUNCTION STRUCTURE. TRANSITION CHANNEL SECTION TO JOIN FLUSH WITH TOP OF EXISTING JUNCTION STRUCTURE.

HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

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DESIGNED BY	A. STAKE
DRAWN BY	P. KEOUGH
CHECKED BY	B. CHEN
APPROVED BY	D. ADRIAN
DATE	04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

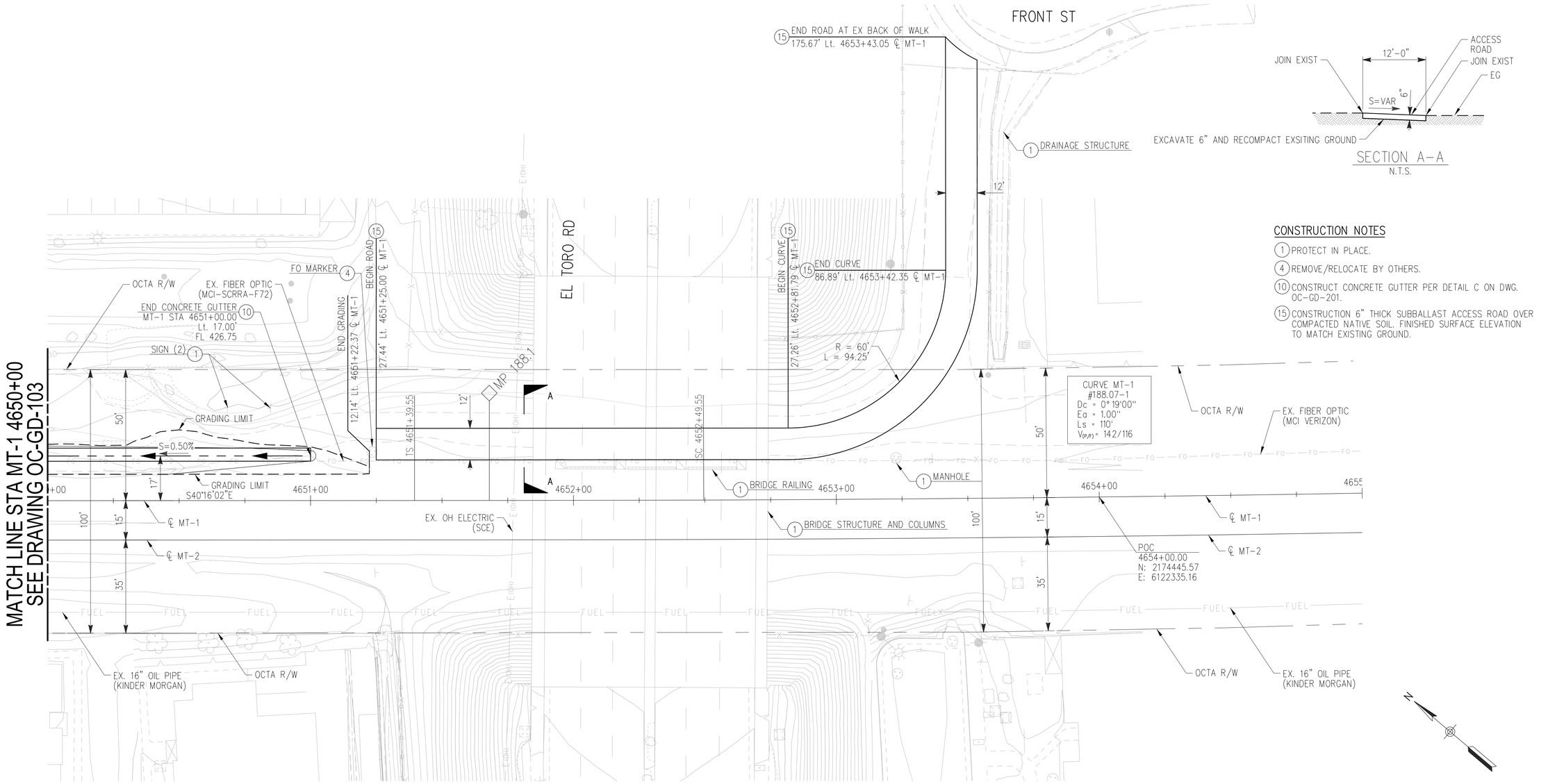
METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 3

CONTRACT NO.	E745D-20
DRAWING NO.	OC-GD-103
REVISION	0
SHEET NO.	18 OF 28
SCALE	AS NOTED

4/10/2025
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USER = blake.thomas



CONSTRUCTION NOTES

1. PROTECT IN PLACE.
4. REMOVE/RELOCATE BY OTHERS.
10. CONSTRUCT CONCRETE GUTTER PER DETAIL C ON DWG. OC-GD-201.
15. CONSTRUCTION 6" THICK SUBBALLAST ACCESS ROAD OVER COMPACTED NATIVE SOIL. FINISHED SURFACE ELEVATION TO MATCH EXISTING GROUND.

NOTES:

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3. SLOPE STABILIZATION LIMITS TO BE VERIFIED IN THE FIELD WITH THE ENGINEER PRIOR TO CONSTRUCTION.
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HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

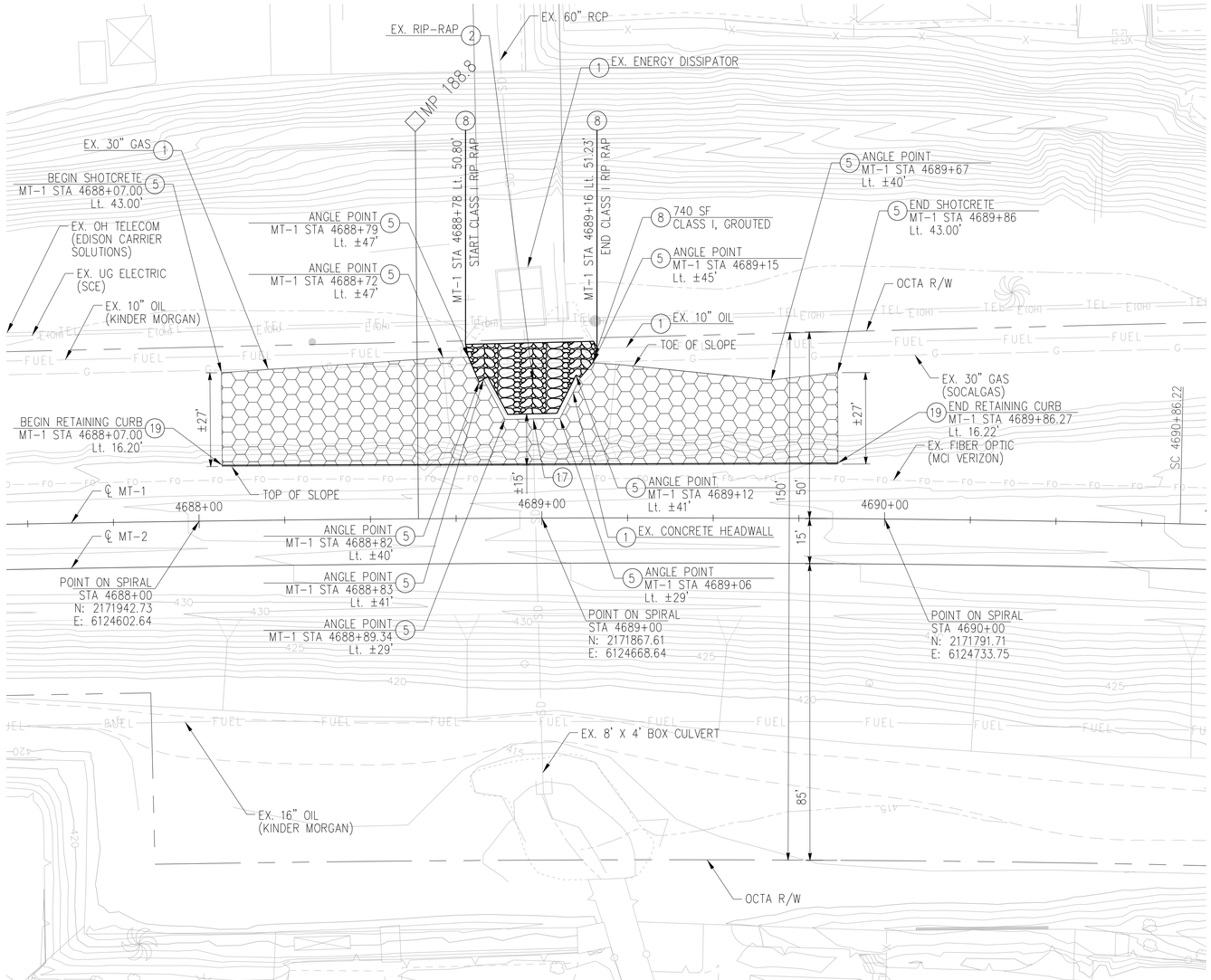
REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK
Kimley»Horn
SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

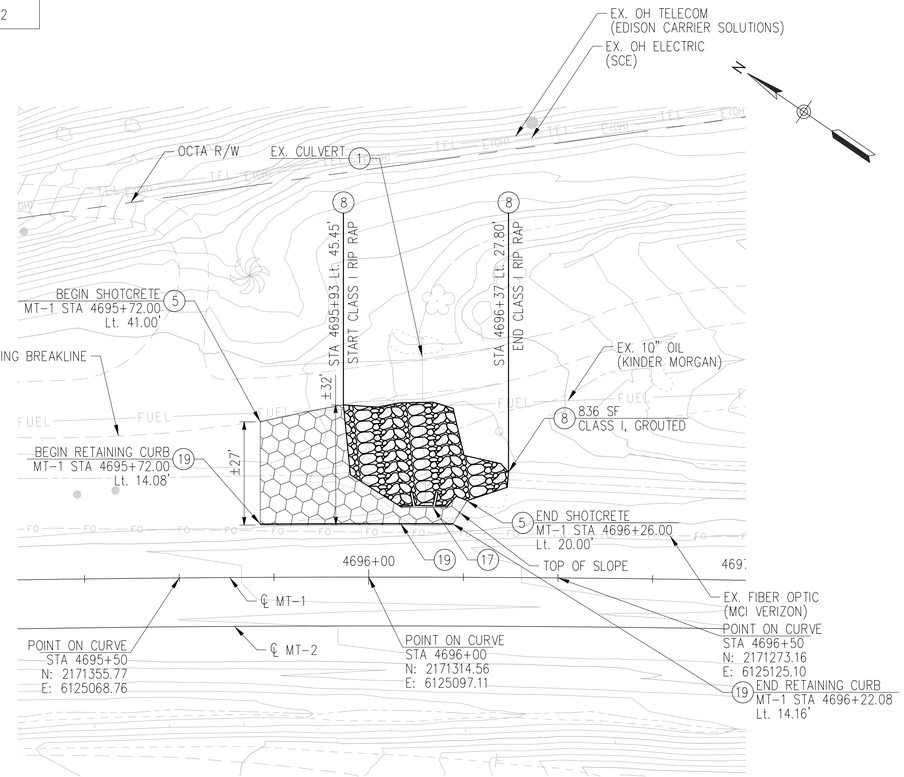
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 3

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-104
REVISION 0
SHEET NO. 19 OF 28
SCALE AS NOTED

4/10/2025
USER = blake.thomas
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CURVE MT-1
#188.74-1
Dc = 1°00'00"
Ea = 2.75"
Ls = 570'
$V_{(P/P)}$ = 94/82



NOTES:

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LEGEND

SHOTCRETE

RIP-RAP

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) REMOVE.
(5) CONSTRUCT SHOTCRETE PER DETAIL E ON OC-GD-201.
(8) CONSTRUCT GROUTED RIP-RAP PER DETAIL A ON DWG NO. OC-GD-201.
(17) CONSTRUCT HANDRAIL PER ES 6330.
(19) CONSTRUCT RETAINING CURB AND HANDRAIL PER DETAIL B ON DWG NO. OC-GD-201.

HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

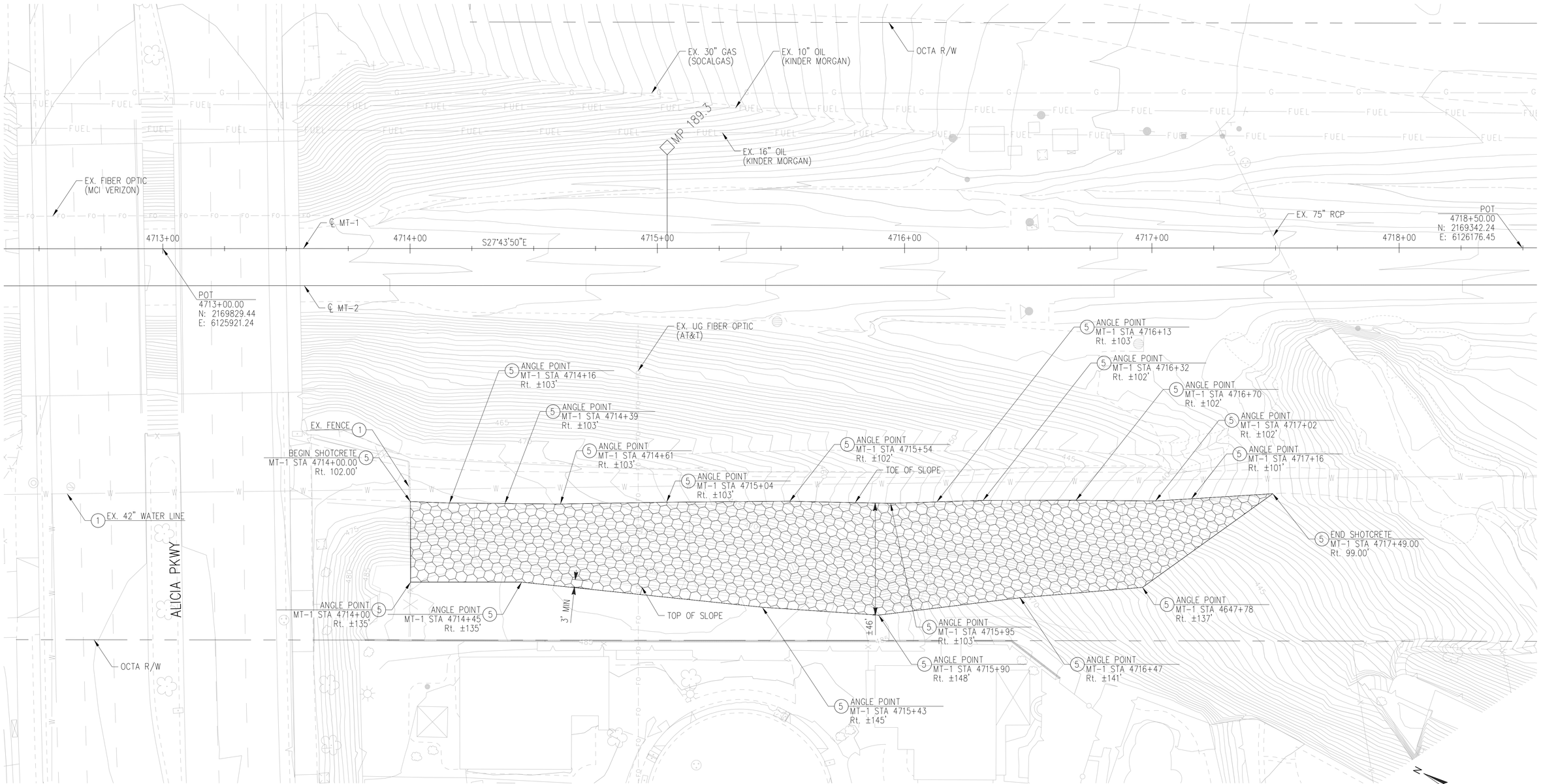
METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 4

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-105
REVISION 0
SHEET NO. 20 OF 28
SCALE AS NOTED

4/10/2025
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USER = blake.thomas



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LEGEND

SHOTCRETE

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(5) CONSTRUCT SHOTCRETE PER DETAIL E ON OC-GD-201.

HORIZONTAL
20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 5303 CIVIL STATE OF CALIFORNIA

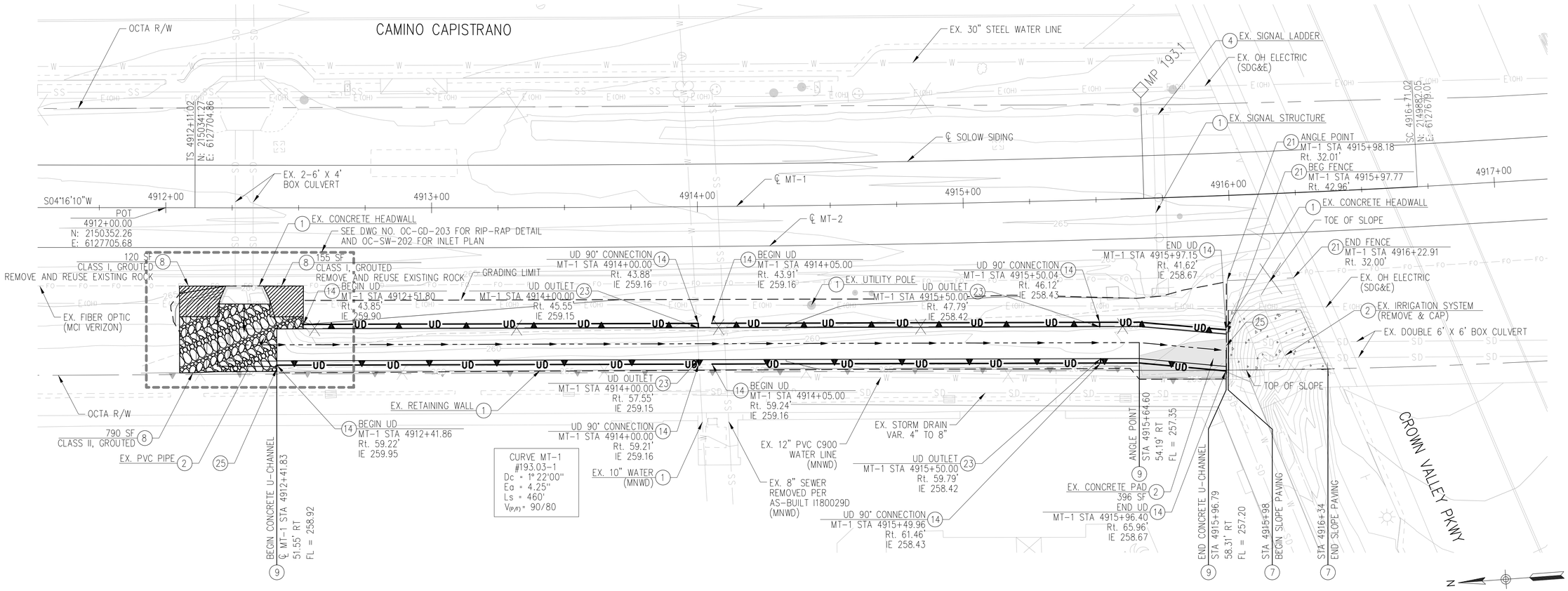
METROLINK
Kimley»Horn

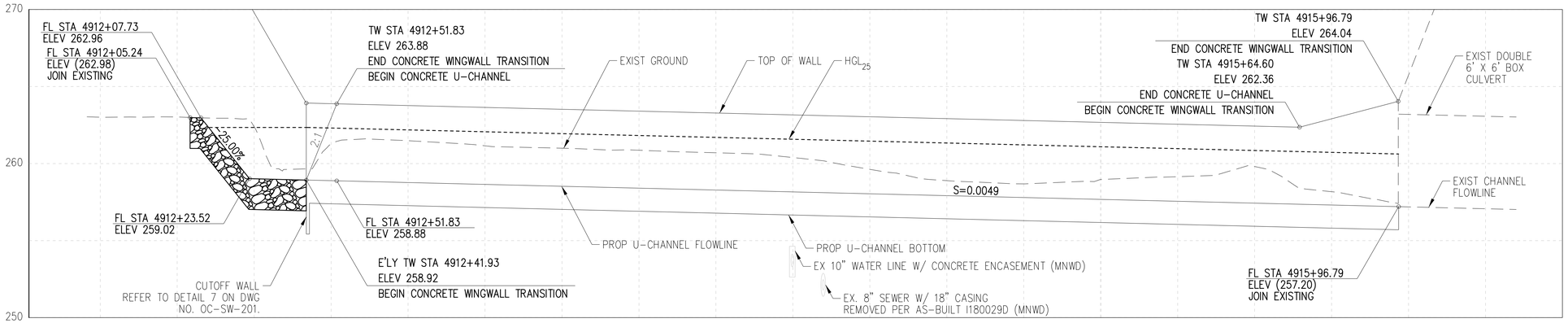
SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 5

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-106
REVISION 0
SHEET NO. 21 OF 28
SCALE AS NOTED

4/10/2025
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USER = blake.thomas





LEGEND

- SLOPE PAVEMENT
- RIP-RAP
- EXISTING CONCRETE
- GROUT (EX RIP-RAP)

NOTES:

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4. FOR GROUTED RIP-RAP, OUTER ROCKS SHALL PROJECT ABOVE THE CONCRETE SURFACE BY A HEIGHT OF 0.25-0.32 TIMES THE ROCK DIAMETER.

CONSTRUCTION NOTES

1. PROTECT IN PLACE.
2. REMOVE.
4. REMOVE/RELOCATE BY OTHERS.
7. CONSTRUCT SLOPE PAVING PER CALTRANS BRIDGE STANDARD XS4-210.
8. CONSTRUCT GROUTED RIP-RAP PER DETAIL A ON DWG NO. OC-GD-201.
9. CONSTRUCT CONCRETE U-CHANNEL. SEE DWG NO. OC-SW-201.
12. GROUT EXISTING RIP-RAP.
14. CONSTRUCT 8" UNDERDRAIN PER DETAIL D ON DWG NO. OC-GD-201.
21. CONSTRUCT 6' CHAIN LINK FENCE PER SCRRA ES 5106.
23. CONSTRUCT UNDERDRAIN OUTLET PER DETAIL 5 ON DWG NO. OC-SW-201.
25. CONSTRUCT FLEXIBLE JOINT PER DETAIL 6 ON DWG. OC-SW-201.

VERTICAL 4 0 4 8 SCALE: 1"=4'

HORIZONTAL 20 0 20 40 SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 5303 CIVIL STATE OF CALIFORNIA

METROLINK

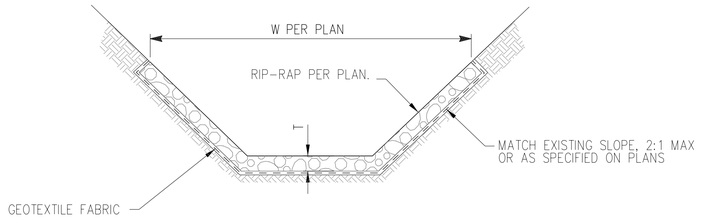
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE PLAN
AREA 6

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-107
REVISION 0
SHEET NO. 22 OF 28
SCALE AS NOTED

USER = blake.thornas
4/10/2025
K:\ORA_RAIL\099804107_Orange Sub Slope Stabilization Design\02_Sheets\OC522610-C-GD-107.dgn
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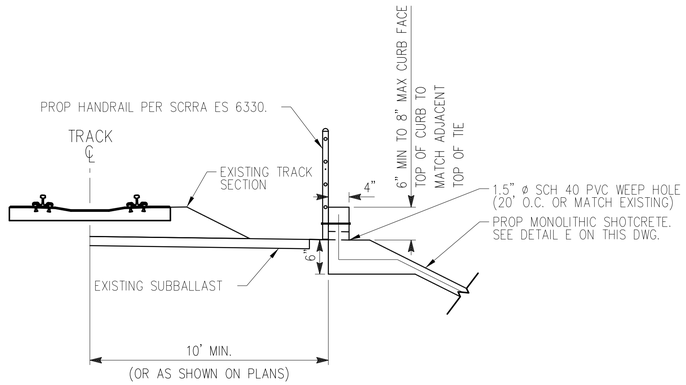


NOTES

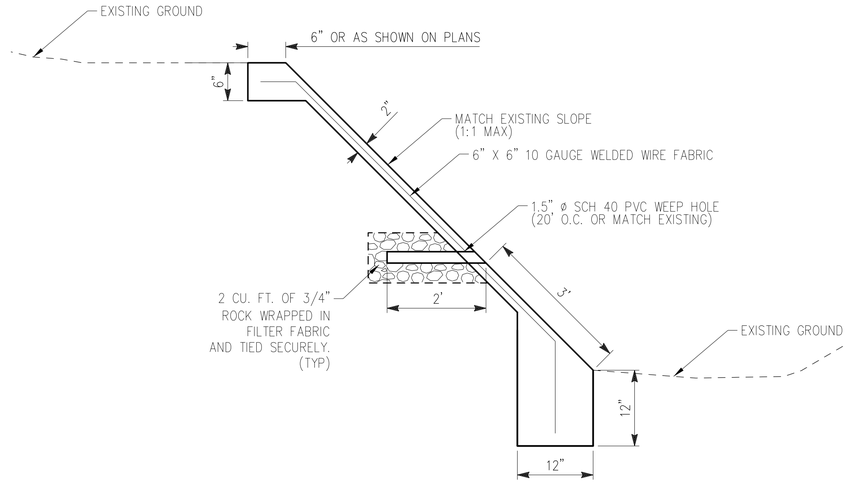
1. LENGTH IS ALONG DITCH FLOWLINE
2. LENGTH AND WIDTH (OR STATION LIMITS) INDICATED ON PLAN
3. RIP RAP CLASS PER PLAN

RIP-RAP
NOT TO SCALE
A

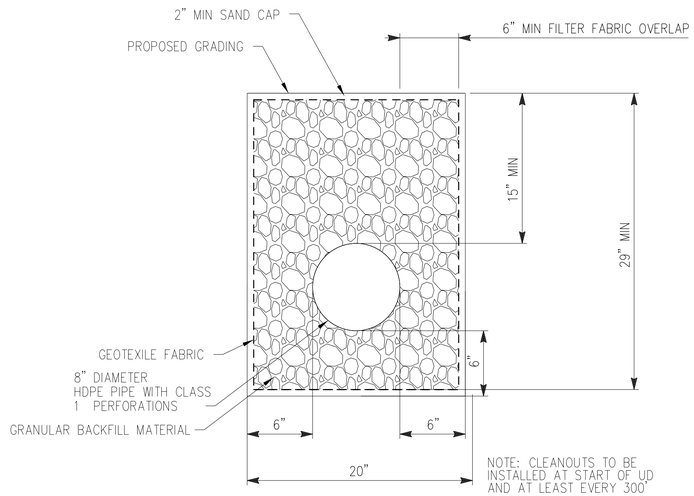
RIP RAP CLASS	T (THICKNESS)
I	1' – 6"
II	2' – 0"
III	3' – 0"
IV	4' – 0"



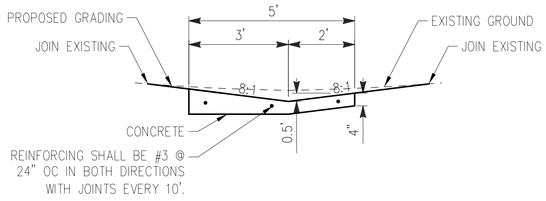
RETAINING CURB
NOT TO SCALE
B



SHOTCRETE
NOT TO SCALE
E



UNDERDRAIN
NOT TO SCALE
D



CONCRETE GUTTER
NOT TO SCALE
C

REV.	DATE		BY	SUB.	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER
DARREN J. ADRIAN
No. 53031
CIVIL
STATE OF CALIFORNIA

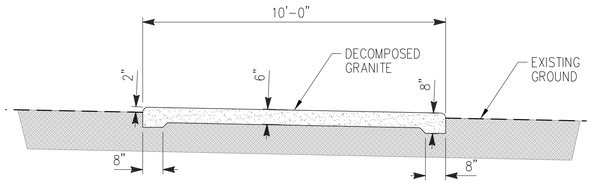
METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

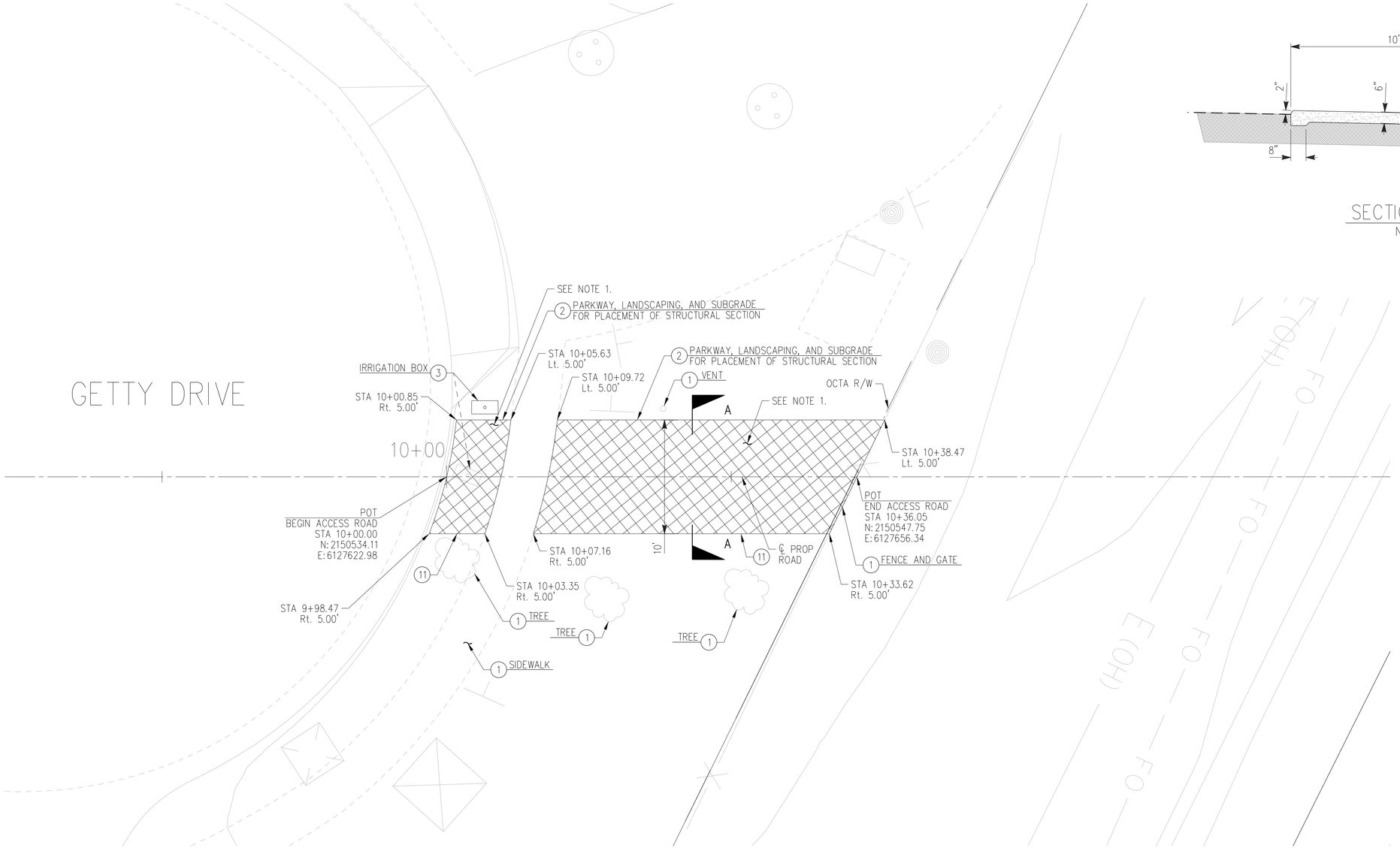
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE DETAILS
SHEET 1 OF 3

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-201
REVISION 0
SHEET NO. 23 OF 28
SCALE NONE

4/10/2025
USER - blake.thomas
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SECTION A-A
N.T.S.



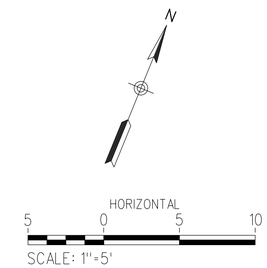
NOTES:
1. CONTRACTOR TO ADJUST IRRIGATION LINES AS DIRECTED BY THE AUTHORITY.
2. STATIONING IS BASED OFF ℄ PROP ROAD.

LEGEND

DECOMPOSED GRANITE

CONSTRUCTION NOTES

(1) PROTECT IN PLACE.
(2) REMOVE.
(3) RELOCATE.
(11) CONSTRUCT 6" DECOMPOSED GRANITE OVER COMPACTED NATIVE SOIL.



REV.	DATE		BY	SUB	APP.

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DESIGNED BY A. STAKE
DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

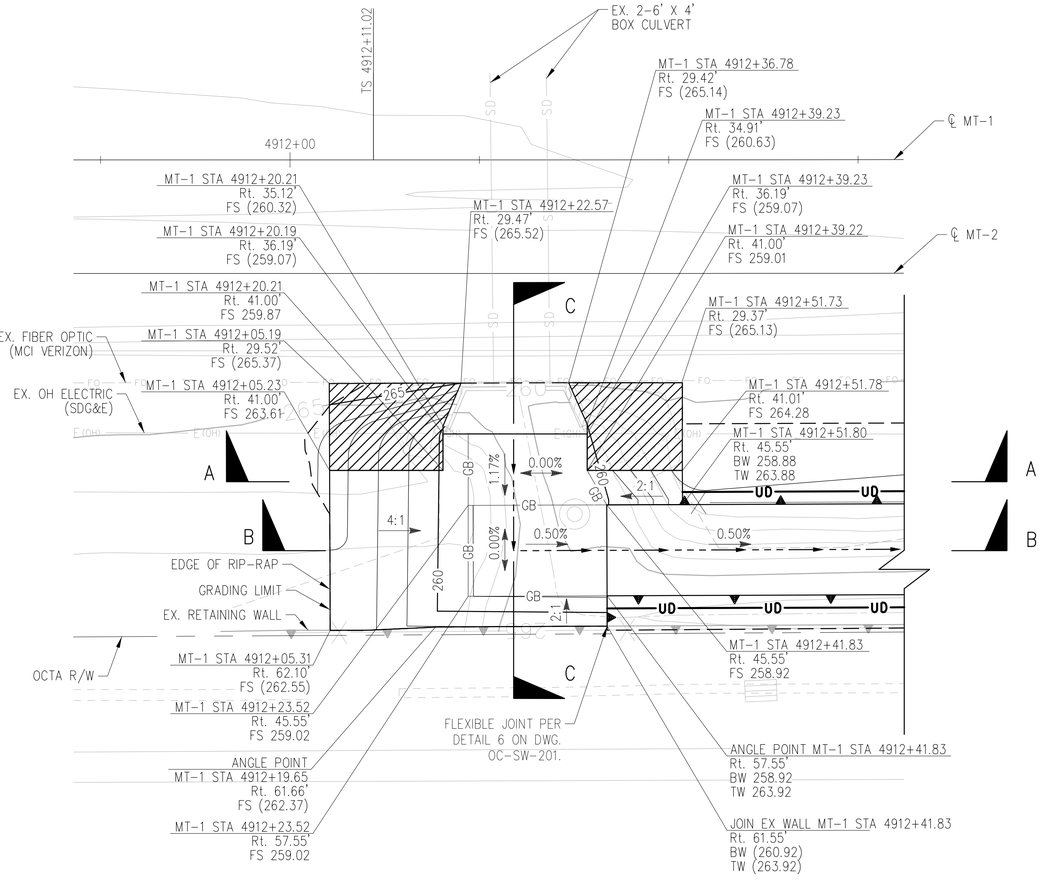
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE DETAILS
SHEET 2 OF 3

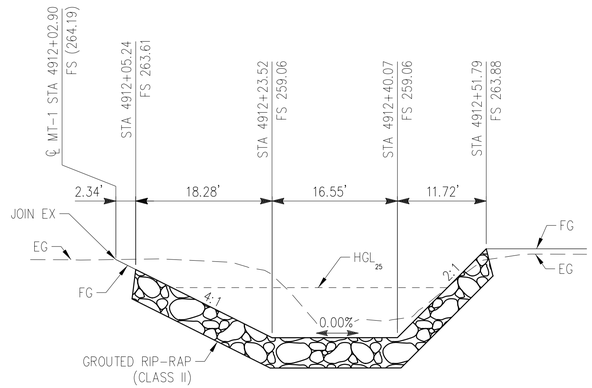
CONTRACT NO. E745D-20
DRAWING NO. OC-GD-202
REVISION 0
SHEET NO. 24 OF 28
SCALE AS NOTED

4/10/2025
USER - blake.thomas
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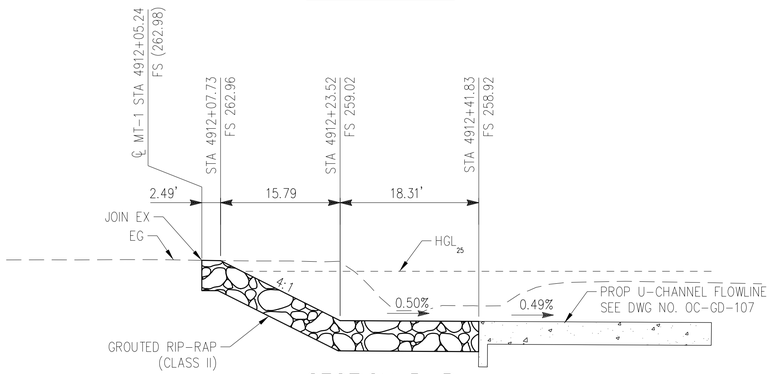


RIP-RAP (CLASS II) PLAN

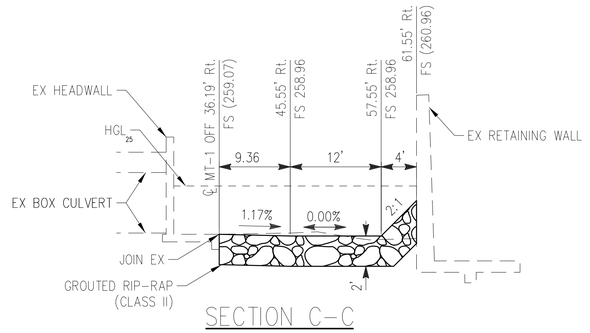
SCALE: 1"=10'



SECTION A-A



SECTION B-B



SECTION C-C

RIP-RAP (CLASS II) SECTIONS

NOT TO SCALE

N

HORIZONTAL
10 0 10 20
SCALE: 1"=10'

REV.	DATE	BY	SUB.	APP.

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CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

Kimley»Horn

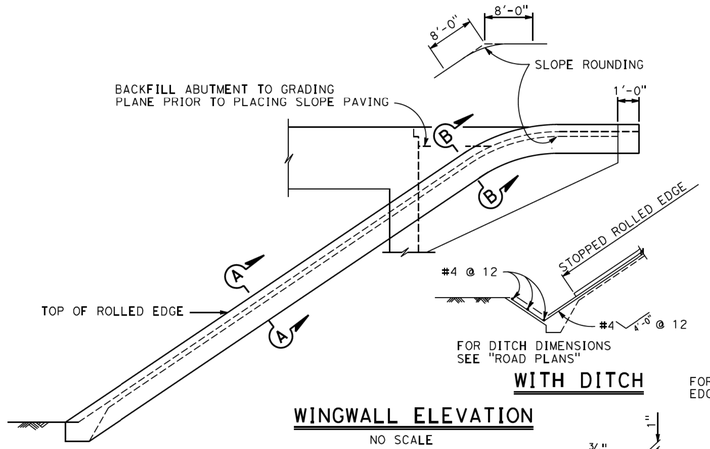
SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
GRADING AND DRAINAGE DETAILS
SHEET 3 OF 3

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-203
REVISION 0
SHEET NO. 25 OF 28
SCALE NONE

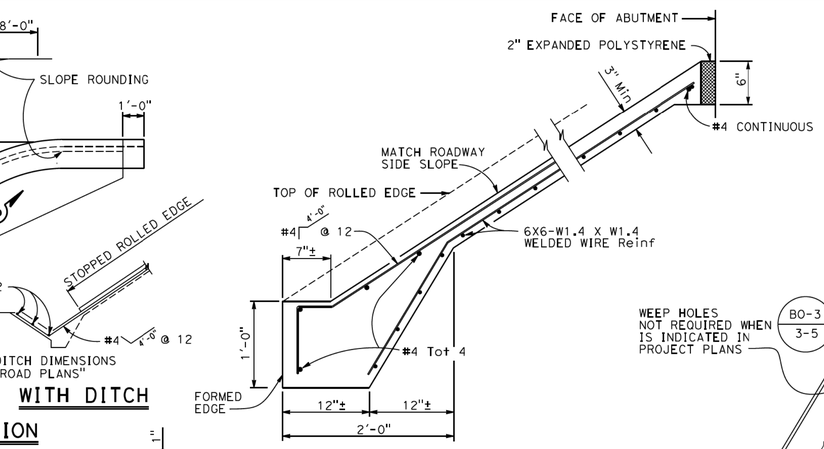
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WITH DITCH

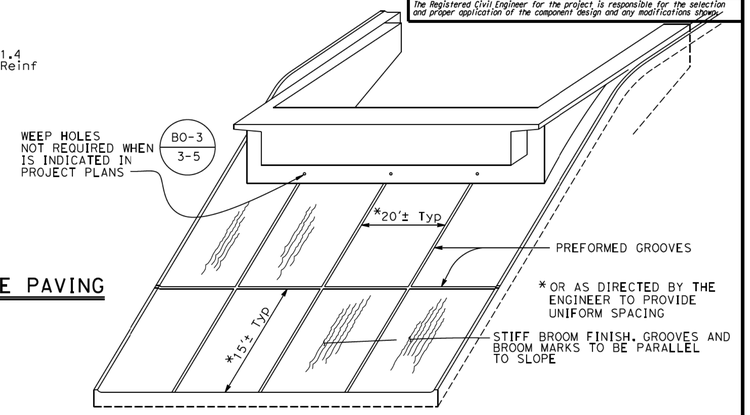
WINGWALL ELEVATION

NO SCALE



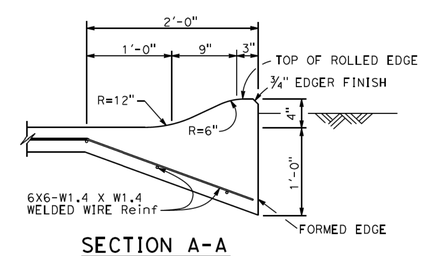
TYPICAL SECTION - CONCRETE PAVING

NO SCALE



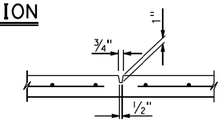
PICTORIAL VIEW OF TYPICAL INSTALLATION

See Note (E)

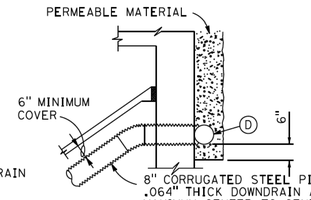


SECTION A-A

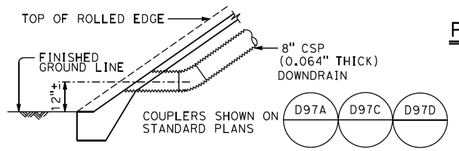
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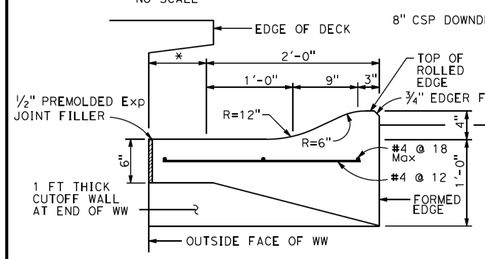
PREFORMED GROOVE



TYPICAL - DRAIN CONNECTION



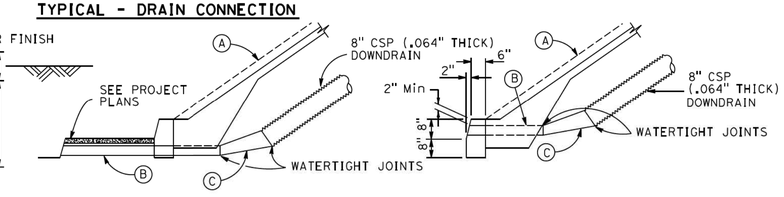
TYPICAL - NO CURB



SECTION B-B

NO SCALE

* THIS DIMENSION BECOMES ZERO WHEN EDGE OF DECK IS AT OUTSIDE FACE OF WW



TYPICAL - WITH SIDEWALK

TYPICAL - WITH CURB

DRAINAGE DETAILS

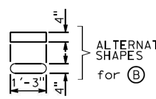
NO SCALE

Drainage details are only applicable when is indicated in project plans — B0-3 / 3-5

NOTES

(A) Top of rolled edge

(B) Conduit:
0.064" galv corrugated steel or 0.109" smooth galv steel



(C) Taper: 0.064" galv corrugated steel or 0.109" smooth galv steel

(D) 8" perforated steel pipe (0.064" thick) underdrain behind abutment.

(E) See Project Plans for limits of Slope Paving & Drainage layout.

NO SCALE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER No. Exp. CIVIL STATE OF CALIFORNIA

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of scanned copies of this plan sheet.

The Registered Civil Engineer for the project is responsible for the selection and proper application of the component design and any modifications shown.

BRIDGE STANDARD DETAILS			STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	DIVISION OF ENGINEERING SERVICES	BRIDGE NO.	SLOPE PAVING-FULL SLOPE-NO SKEW
xs4-210 FILE NO.	July 2014 APPROVAL DATE	The components of the Bridge Standard Details have been prepared under the responsible charge of the Technical Owner, a registered civil engineer in the State of California			POST MILE	

Refer to: http://www.dot.ca.gov/hq/esc/techpubs/manual/bridgemanuals/bridge-standard-detail-sheets/index.html

FILE => $REQUEST USERNAME => $USER TIME PLOTTED => $TIME DATE PLOTTED => $DATE

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3

UNIT: PROJECT NUMBER & PHASE: CONTRACT NO.:

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES				SHEET	OF
7-8-16					

CALTRANS BRIDGE STANDARD DETAIL xs4-210

REV.	DATE	BY	SUB.	APP.

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DRAWN BY P. KEOUGH
CHECKED BY B. CHEN
APPROVED BY D. ADRIAN
DATE 04-10-2025

REGISTERED PROFESSIONAL ENGINEER DARREN J. ADRIAN No. 53031 CIVIL STATE OF CALIFORNIA

METROLINK

Kimley»Horn

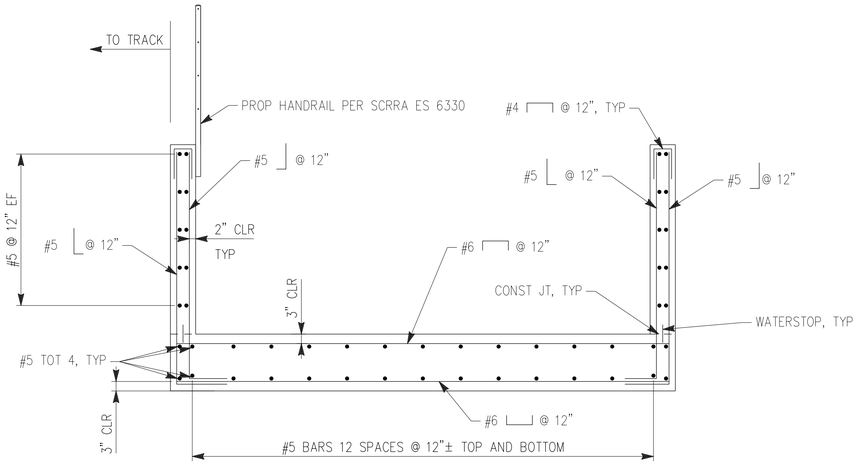
SUBMITTED: PROJECT MANAGER

APPROVED:

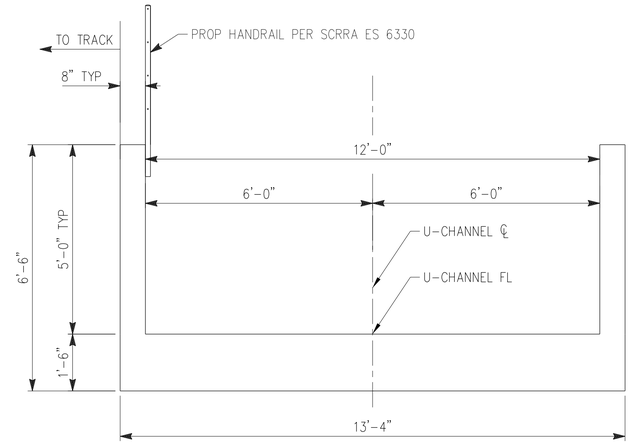
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
REFERENCE STANDARDS

CONTRACT NO. E745D-20
DRAWING NO. OC-GD-301
REVISION 0
SHEET NO. 26 OF 28
SCALE NONE

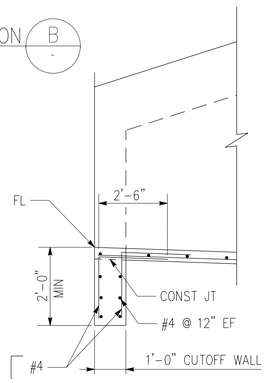
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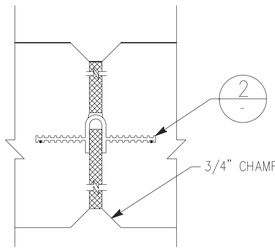


U-CHANNEL REINFORCING SECTION A
SCALE 1/2" = 1'-0"

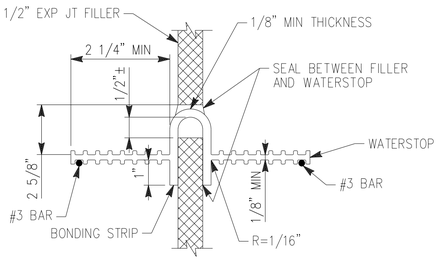


U-CHANNEL FRAMING SECTION B
SCALE 1/2" = 1'-0"

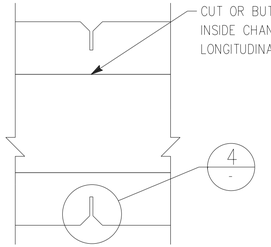




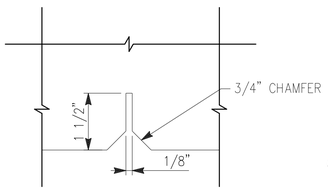
WALL EXPANSION JOINT DETAIL 1
NOT TO SCALE



DETAIL 2
NOT TO SCALE

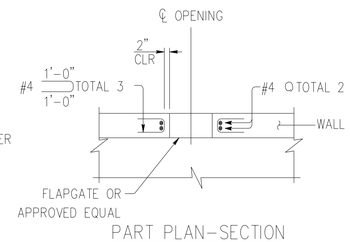


WEAKENED PLANE 3
NOT TO SCALE

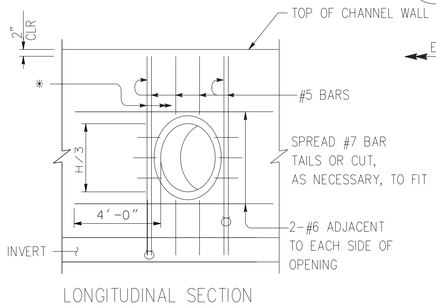


DETAIL 4
NOT TO SCALE

*JOINT MAY BE FORMED WITH 1/8" HARDBOARD AND CUT BACK TO THE ROOT OF THE CHAMFER ON THE EXPOSED FACE.



PART PLAN-SECTION

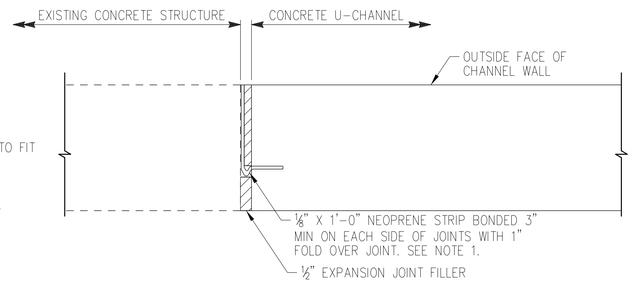


LONGITUDINAL SECTION

UNDERDRAIN OUTLET-WALL 5
NOT TO SCALE

℄ = BUNDLE OF TWO BARS
*ADJACENT TO EACH SIDE OF THE OPENING, PLACE ADDITIONAL BARS EQUIVALENT TO HALF THE INTERRUPTED MAIN REINFORCEMENT.

1. THERE SHALL BE NO EXPANSION JOINT, DETAIL 1, OR WEAKENED PLANE, DETAIL 3, WITHIN 4'-0" OF THE OPENING IN THE WALL.



WALL EXPANSION JOINT 6
NOT TO SCALE

1. BOND NEOPRENE STRIP TO EXISTING DOUBLE RCB WALLS AND INVERT SLAB. PLACE PROTECTIVE COVER (HARD BOARD OR OTHER SUITABLE MATERIAL) OVER NEOPRENE STRIP TO PROTECT IT DURING CONCRETE PLACEMENT.
2. EXISTING CHANNEL WALL AND PROPOSED CHANNEL WALL ARE BOTH 8".

CUTOFF WALL 7
NOT TO SCALE

DESIGN CRITERIA:

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE SCRRA DESIGN CRITERIA MANUAL, 2024.

U-CHANNEL

DESIGN STANDARDS:	AREMA MANUAL FOR RAILWAY ENGINEERING, 2024
CAST-IN-PLACE CONCRETE:	f'c = 4000 PSI
SOIL:	ACTIVE EARTH PRESSURE = 46 PSF/FT
LIVE LOAD:	MAXIMUM OF E 80 COOPER OR 2 FT EQUIVALENT HEIGHT OF SOIL SURCHARGE
SEISMIC:	LEVEL II RETURN PERIOD = 500 YEARS PGA = 0.344 g SEISMIC INCREMENT (ACTIVE) = 20 PSF/FT

STRUCTURE GENERAL NOTES

MATERIALS AND CONSTRUCTION SHALL CONFORM TO SCRRA STANDARD SPECIFICATIONS, CURRENT EDITION, THE PROJECT SPECIAL PROVISIONS, THE PLANS, AND AREMA, 2024 EDITION. IN CASE OF A CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL APPLY.

THE CONTRACTOR SHALL REVIEW EXISTING CONDITIONS ON THE SITE DURING THE BIDDING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES PRIOR TO PROCEEDING.

ALL DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE SHOWN ON THE PLANS, SECTIONS, AND DETAILS. DRAWINGS SHALL NOT BE SCALED FOR CONSTRUCTION PURPOSES.

WHERE SHOWN IN THE PLANS, WATERSTOPS IN CONSTRUCTION JOINTS SHALL BE 9" X ⅜" FLAT-RIBBED WATERSTOPS. WATERSTOPS SHALL BE CENTERED IN CONSTRUCTION JOINT.

CAST-IN-PLACE CONCRETE

ALL CONCRETE MATERIALS, PLACEMENT, AND WORKMANSHIP SHALL CONFORM TO SCRRA STANDARD SPECIFICATIONS SECTION 03 31 00: STRUCTURAL CONCRETE AND THE PROJECT SPECIFIC SPECIFICATIONS.

REINFORCING STEEL MATERIALS AND PLACEMENT SHALL CONFORM TO SCRRA STANDARD SPECIFICATIONS SECTION 03 21 00: REINFORCING STEEL.

CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 90-1 OF THE 2024 CALTRANS STANDARD SPECIFICATIONS AND SHALL CONTAIN AT LEAST 505 POUNDS OF CEMENTITIOUS MATERIAL PER CUBIC YARD.

LEAN CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 19-03.21 OF THE 2024 CALTRANS STANDARD SPECIFICATIONS.

FOUNDATION

REPORT PREPARED BY EARTH MECHANICS, INC.: FOUNDATION REPORT FOR U-CHANNEL

NOTES:
1. PLACE WEAKENED PLANES AT 24'-0" MAX SPACING IN THE U-CHANNEL WALLS AND BOTTOM SLAB.
2. PLACE EXPANSION JOINTS AT 96'-0" MAX SPACING IN THE CHANNEL WALLS.
3. CONTRACTOR TO VERIFY THAT THE WEEPHOLES WITHIN THE EXISTING RETAINING WALL ARE CLEAN AND CLEAR OF OBSTRUCTIONS PRIOR TO CONSTRUCTION.

REV.	DATE	BY	SUB	APP.

INFORMATION CONFIDENTIAL:
All plans, drawings, specifications, and or information furnished herewith shall remain the property of the Southern California Regional Rail Authority and shall be held confidential and shall not be used for any purpose not provided for in agreements with the Southern California Regional Rail Authority.

DESIGNED BY A. CUEVAS-MACIAS
DRAWN BY P. KEOUGH
CHECKED BY E. SANDERS
APPROVED BY A. CUEVAS-MACIAS
DATE 04-10-2025

LICENSED PROFESSIONAL ENGINEER ANDRES CUEVAS-MACIAS C 91635 EXP. 12/31/26 CIVIL STATE OF CALIFORNIA

METROLINK

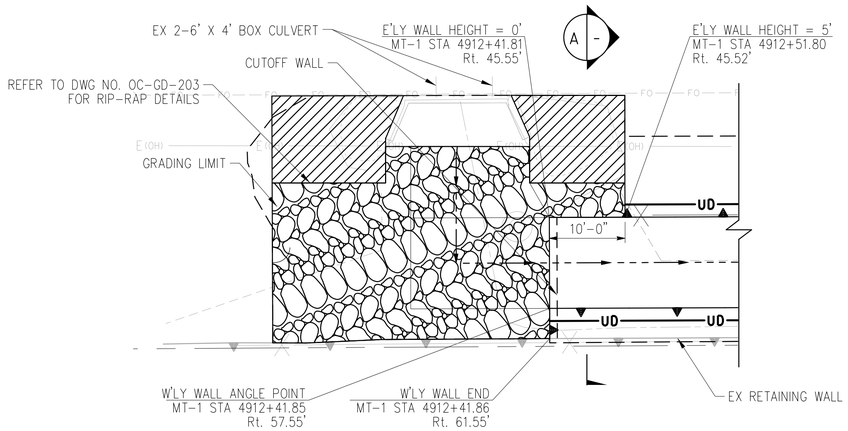
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

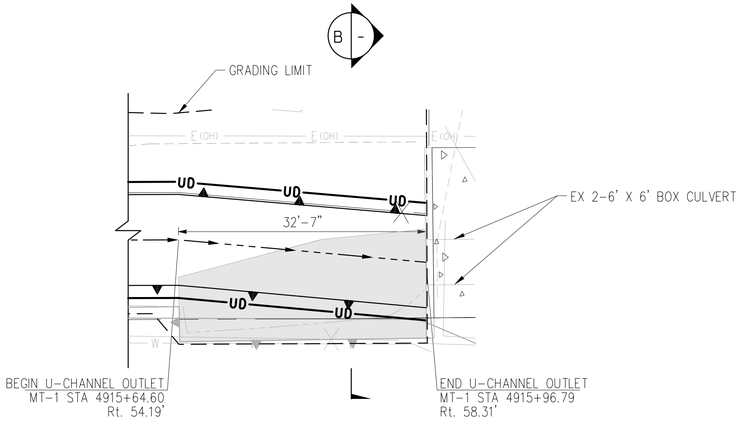
ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CONCRETE U-CHANNEL
DETAILS

CONTRACT NO. E745D-20
DRAWING NO. OC-SW-201
REVISION 0
SHEET NO. 27 OF 28
SCALE AS NOTED

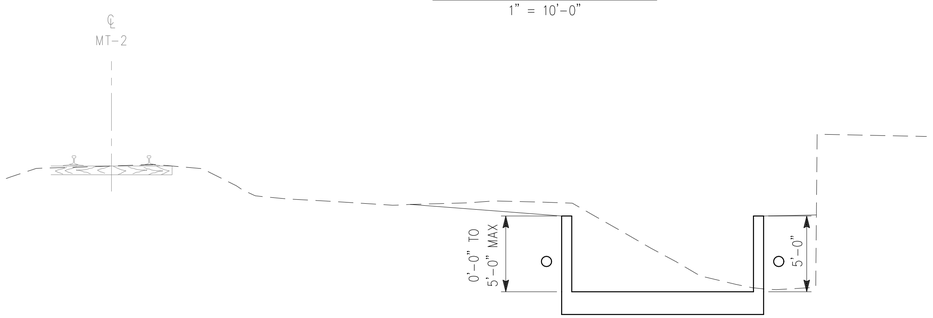
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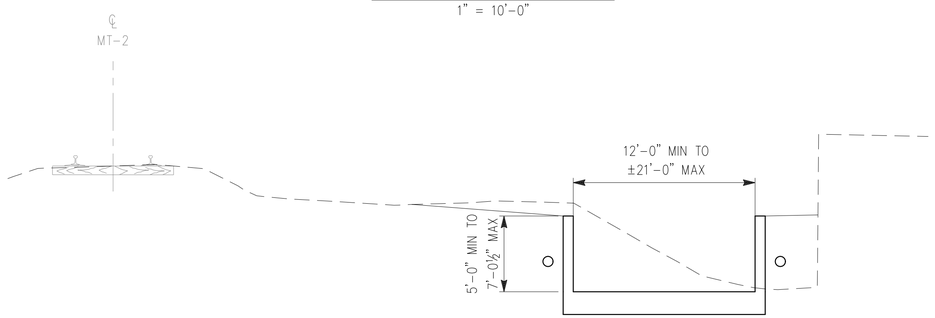


U-CHANNEL INLET PLAN
1" = 10'-0"



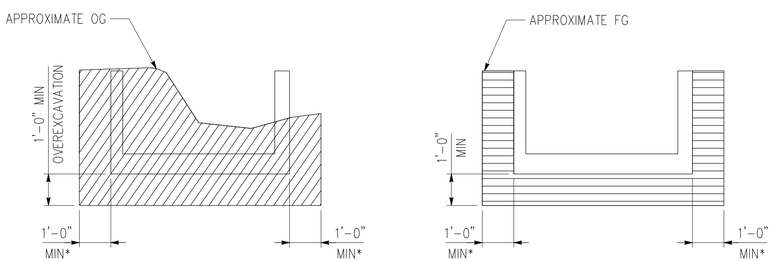
U-CHANNEL OUTLET PLAN
1" = 10'-0"





SECTION A
1" = 5'-0"

SECTION B
1" = 5'-0"



EXCAVATION BACKFILL

*SEE NOTE 1

U-CHANNEL LIMITS OF EXCAVATION AND BACKFILL
N.T.S.

NOTES
1. THE HORIZONTAL LIMITS OF THE U-CHANNEL OVEREXCAVATION SHALL BEGIN 1 FOOT FROM THE EDGE OF THE STEM BOTTOM (OR WALL FACE) AND EXTEND DOWNWARD AT A 45-DEGREE IMAGINARY PLANE UNTIL THE PLANE INTERSECTS THE RECOMMENDED MINIMUM EXCAVATION DEPTH. FOR THE SIDE ADJACENT TO THE EXISTING RETAINING WALL, THE OVEREXCAVATION SHALL BE FLUSH WITH THE WALL FACE WITH EXTENDING VERTICALLY DOWNWARD TO THE RECOMMENDED MINIMUM EXCAVATION DEPTH.

REV.	DATE		BY	SUB	APP.

INFORMATION CONFIDENTIAL:
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DESIGNED BY A. CUEVAS-MACIAS
DRAWN BY P. KEOUGH
CHECKED BY E. SANDERS
APPROVED BY A. CUEVAS-MACIAS
DATE 04-10-2025

LICENSED PROFESSIONAL ENGINEER
ANDRES CUEVAS-MACIAS
C 91635
EXP. 12/31/26
CIVIL
STATE OF CALIFORNIA

METROLINK
Kimley»Horn

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

ORANGE COUNTY TRANSPORTATION AUTHORITY
INLAND SLOPE REHABILITATION PHASE II
CONCRETE U-CHANNEL
MISCELLANEOUS DETAILS

CONTRACT NO. E745D-20
DRAWING NO. OC-SW-202
REVISION 0
SHEET NO. 28 OF 28
SCALE AS NOTED

4/10/2025
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USER = blake.thomas

SECTION VIII: LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS – EXHIBIT H

LEVEL 3 HEALTH, SAFETY AND ENVIRONMENTAL (HSE) SPECIFICATIONS

REQUIRED HSE SUBMITTAL SUMMARY

The 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 MSDS 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 sub-contractors 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 Material Safety Data Sheet (MSDS) 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 – <u>On Capital Programs</u>, 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, copy of the Physician's first report of injury, updated OSHA 300 Log, 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 ENVIRONMENTAL 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 Subparts1926.250, 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 (manufacture'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 Manuel (EM-385-1-1)
E. Construction Industry Institute (CII)
F. OCTA Construction Management Procedures Manual
G. OCTA Yard Safety Rules

END OF DOCUMENT

BID BOOKLET INVITATION FOR BID (IFB) 4-2666
BOOK 2 OF 2

CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II



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

Key IFB Dates

Issue Date:	**July 14, 2025**
Pre-Bid Conference/Site Visit:	**July 31, 2025**
Questions/Approved Equal Submittal:	**August 4, 2025**
Bids Submittal Date:	**August 18, 2025**

BID DOCUMENT SUBMISSION CHECKLIST

IFB NO._____

PROJECT TITLE: _____

The Orange County Transportation Authority has prepared this checklist as a reminder of the documents required to be submitted with the bid. These documents must be complete, fully executed, notarized where appropriate as required in the bid documents in order to render the bid responsive.

THE FOLLOWING CHECKED DOCUMENTS MUST BE SUBMITTED WITH THE BID:

General IFB Forms:

	Bid Form – include all pages 1 through 4. *All addenda must be acknowledged, signed, dated, corporate seal*
	Bid Security Form: Bid Bond or Check (circle one) *Correct bid number, signed, dated, notarized (bid bond)*
	Information Required of Bidder *Provide all information, signed*
	Bidders Certificate of Compliance Regarding Workers Compensation Insurance *Signed and dated*
	Bidders Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15 *Signed, dated, notarized*
	List of Subcontractors (Exhibit D) *License Number- address/ name should match that associated with License # on CSLB website, DIR Registration Number, Description of work (one subcontractor for each portion), Dollar amount and Bidders name at bottom of form*
	Status of Past and Present Contracts Form *Signed, dated*
	Non-Collusion Declaration Form *Signed, dated*
	Iran Contracting Act Certification Applicable (Bids over $1,000,000 only) *Signed, dated, (select one option only)*

Signature on this Bid Document Submission Checklist is affirmation that items marked above are hereby submitted with the bid. I understand that failure to complete and/or submit any of the required documents may deem my bid non-responsive.

_____ _____

Authorized Signature Print Name and Title

_____ _____

Firm Name Date

OCTA

BID FORM

The undersigned hereby proposes to perform all work for which a contract may be awarded and to furnish any and all plant, labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in the **IFB 4-2666**, **"CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**, and to do everything required therein; and further proposes that, if this bid is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the following price:

Item	Description/Bid Allowance	Lump Sum Price
1	Base Work	$_____
2	Allowance – Metrolink Flagging & Training	$300,000.00
3	Allowance – Contaminated Soils	$50,000.00
	Total Lump Sum Bid Amount	$_____

A cashier's check/certified check/bid bond (circle applicable term) properly made payable to Orange County Transportation Authority, hereinafter designated as the Owner, for the sum of _____
Dollars
($ _____)
which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds, "Guaranty" and "Certificate of Insurance", if awarded the contract, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to the Authority; or (b) surety's liability to the Authority for forfeiture of the face amount of the bond shall be considered as established [circle (a) or (b)].

The undersigned hereby represents that:

BID FORM, PAGE 2

1. Bidder has thoroughly examined and become familiar with the work required and documents included under this IFB. The bidder understands that the award of the contract, if it is awarded, will be based on the lowest total bid submitted by a responsive and responsible bidder, and further, that the amounts and the total on the Bid Form will be subject to verification by the Authority.

2. By investigation at the site of the work and otherwise, it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. Bidder fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said Invitation For Bids (IFB) and further understands that the Authority will in no way be responsible for any errors or omissions in the preparation of this bid. Bidder further asserts that it is capable of performing quality work to meet Authority's requirements.

4. Bidder will execute the Agreement and furnish the required Performance and Payment Bonds, Guaranty and proof of insurance coverage within ten (10) calendar days after notice of acceptance of bid by the Authority; and further, that this bid may not be withdrawn for a period of 120 calendar days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw its bid within said period, the bidder shall be liable under the provisions of the Bid Security, or the bidder and the surety shall be liable under the Bid Bond, as the case may be.

5. Bidder hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

6. In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Bidder shall execute the document included in this IFB entitled "Bidder's Certificate of Compliance Regarding Workers' Compensation Insurance."

7. Bidder hereby further certifies that each, and every representations made in this bid are true and correct and made under penalty of perjury.

BID FORM, PAGE 3

8. Bidder shall permit the authorized representative of the Authority to inspect and audit all data and records of bidder relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of bidder related to bidder's performance of such contract.

9. Bidder does not employ anyone who is now, or for one (1) year immediately prior to the date of this offer was, a director, officer, member, or employee of the Orange County Transportation Authority. The undersigned has not agreed to pay a fee contingent upon the award of a contract resulting from this bid to anyone who is now, or for one (1) year immediately prior to the date of this bid was, a director, officer, member, or employee of the Orange County Transportation Authority. No member of or delegate to the Congress of the United States shall be admitted to any share of the contract or to any benefit arising therefrom.

10. If awarded a contract resulting from this bid, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11. Bid will be in effect for 120 calendar days after the bid closing date.

BID FORM, PAGE 4

Now: In compliance with the **Invitation For Bids (IFB) 4-2666**, **"CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work in strict compliance with all of the said requirements and provisions for the prices set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated _____ , 202_ Bidder _____

The above bid includes Signature _____

Addenda Nos. _____ Name _____

Title _____

Bidder's Authorized Representative _____

Title _____

Telephone # _____

Fax # _____

Email Address _____

Bidders post office address _____

_____

_____

Corporation organized under the laws of the State of _____

Contractor's License No. _____

Expiration Date of License _____

Surety or sureties _____

_____

(CORPORATE SEAL)

BID SECURITY FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____ as principal and Bidder and _____ as Surety, are held and firmly bound unto the Orange County Transportation Authority, of State of California, hereinafter referred to as "Authority," in the sum of _____ Dollars ($_____), to be paid to the Authority, its successors, and assigns; for which payment, well and truly to be made, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above named bounden principal _____ _____ for_____ at the Orange County Transportation Authority's _____ as specifically set forth in documents entitled **IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II",** shall not be withdrawn within a period of 120 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Bidder), and that if said bid is accepted by the Authority through action of its legally constituted contracting authorities and if the above bounden_____ its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Guaranty," and proof of insurance coverage within ten (10) calendar days after notification of contract award from the Authority, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 202_.

_____
_____

NOTE: The standard printed bond form of any bonding company acceptable to the Authority may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Authority are not in any way reduced by use of the security company's printed standard form.

BID SECURITY FORM
CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in case check accompanies bid)

Accompanying this bid is a Certified or Cashiers check (circle the appropriate one) payable to the order of Orange County Transportation Authority, hereinafter referred to as "Authority" for _____ dollars ($_____), this amount being ten percent (10%) of the total amount of the Bid submitted in response to **IFB 4-2666, "CONSTRUCTION OF THE INLAND SLOPE REHABILITATION - PHASE II"**. The proceeds of this check shall become the property of Authority provided this bid shall be accepted by Authority through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Guaranty Form, Performance and Payment Bonds and proof of insurance coverage within ten (10) calendar days after date of notification of contract award from the Authority. The proceeds of this check shall also become the property of the Authority if the undersigned bidder withdraws the bid within the period of 120 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder. Otherwise, the check shall be returned to the undersigned.

Bidder:_____

Signature:_____

Date:_____

NOTE: If the bidder desires to use a bond instead of check, the Bid Bond form shall be executed and the sum of this bond shall be ten percent [10%] of the total amount of the bid.

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Name of Bidder: _____
2. Business Address: _____
3. Telephone ( )_____ Fax ( )_____E-Mail: _____
4. Type of Firm - Individual, Partnership or Corporation: _____
5. Corporation organized under the laws of state of: _____
6. Contractor's License No.: _____ Class_____Years of Experience: __
7. Expiration Date of License: _____
8. Is your firm a certified small business in California? Yes____ No____
9. List the names and addresses of all owners of the firm or names and titles of all officers of the corporation:

   _____

   _____

INFORMATION REQUIRED OF BIDDER, PAGE 2

10. Please list the following: a) All prior and current license numbers that the current owner(s) or officers possess or have possessed in the last five years and the current status of those license; b) any prior company names that the owner(s) had in operation during the previous five years.

Current Officers or Owners Name	Prior Company Names (During the last 5 years)	Prior and Current License Numbers	Status of License

Note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information may result in your bid being found non-responsive and your bid being rejected.

11. List all construction projects (public and private) for which Bidder has provided general contractor services for the past three years:

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Note: If additional space is required to detail the information requested, please attach another page. All information requested must be included. Failure to identify all of the information, may result in your bid being found non-responsive and your bid being rejected.

12. List the name, address and phone number of Superintendent for this project:

_____

13. List all construction projects (public and private) for which Superintendent has provided services as a Superintendent for the past three years.

Contract Type (Public or Private)	Project Description	Dates of Service	Total Cost	Name and Address of Owner	Contact Name and Phone Number

Bidder hereby certifies that it:

_____ is a certified Disadvantaged Business Enterprise as defined herein.

_____ is not a Disadvantaged Business Enterprise as defined herein.

NOTE: If requested by the Authority, bidder shall furnish a certified financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of its current financial condition.

I hereby certify the above is true and correct to the best of my belief.

_____
Signature

_____
Name

_____
Title

_____
Company Name

_____
Telephone Number

_____
Fax Number

_____
Email Address

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Bidders' attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

   Timetable Goals for Minority Participation for Each Trade (11.9)

   Goals for Female Participation in Each Trade (6.9)

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" includes the County of Orange, California.

BIDDER'S CERTIFICATE OF COMPLIANCE REGARDING WORKERS' COMPENSATION INSURANCE

In conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the undersigned confirms the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this Contract."

Bidder/Contractor: _____

Signature: _____

Name and Title: _____

Date: _____

BIDDER'S CERTIFICATE OF COMPLIANCE
REGARDING
STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15

Contractor License Number: _____

Expiration Date of Contractor's License: _____

Each, every and all of the representations made by Bidder in the attached bid are true and correct.

Name of Bidder/Contractor: _____

Signed: _____

Title: _____

Subscribed to and sworn before me, a Notary Public in and for the State of California, on _____, 202___.

_____
Notary Public

My commission expires on:

_____, 202__
(NOTARY SEAL)

LIST OF SUBCONTRACTORS (EXHIBIT D)

List only the subcontractors, which will perform work or labor or render services to the bidder in excess of one-half of one percent (1/2 of 1%) of the bidder's total bid amount. Do not list alternative subcontractors for the same work. (Use additional sheets if necessary.)

Name & Address Under Which Subcontractor is Licensed	License Number	DIR Registration No.	Specific Description of Work to be Rendered	Small Business Y/N	Type	Dollar Amount
						$
						$
						$
						$
						$
						$
TOTAL VALUE OF SUBCONTRACTED WORK						$

Bidder's Name _____

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

_____ _____

Name Signature

_____ _____

Title Date

Revised. 03/16/2018

Non-Collusion Affidavit

To the Orange County Transportation Authority

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder:_____

Signature: _____

Date:_____

IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars ($1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of $250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option No. 1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

Option No. 2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars ($1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

Option No. 3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars ($1,000,000) or more. If the contract is not for goods or services of one million dollars ($1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars ($1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution:_____

Signature: _____

Name and Title: _____

Date: _____

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Cooperative Agreement with the Southern California Regional Rail Authority and the City of San Clemente to Replace and Rehabilitate the Pedestrian Audible Warning System

Transit Committee Meeting of July 10, 2025

Present: Directors Amezcua, Jung, Klopfenstein, Janet Nguyen, and Sarmiento
Absent: Directors Leon and Tam T. Nguyen

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4115 between the Orange County Transportation Authority, the Southern California Regional Rail Authority, and the City of San Clemente.

B. Authorize the use of up to $1,818,000 in SB 125 (Chapter 54, Statutes of 2023) Transit Program for the replacement and rehabilitation of the controller system for the Pedestrian Audible Warning System Rehabilitation Project.

C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

July 10, 2025

To: Transit Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the Southern California Regional Rail Authority and the City of San Clemente to Replace and Rehabilitate the Pedestrian Audible Warning System

Overview

The City of San Clemente has requested assistance from the Orange County Transportation Authority to replace and rehabilitate the Pedestrian Audible Warning System which provides for safe operations through seven at-grade pedestrian railroad crossings in San Clemente. To support this request and to maintain continued safe rail operations, Board of Directors' authorization is requested to enter into a cooperative agreement which defines the roles and responsibilities of the Orange County Transportation Authority, Southern California Regional Rail Authority, and the City of San Clemente for the implementation of the Pedestrian Audible Warning System Rehabilitation Project.

Recommendations

A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4115 between the Orange County Transportation Authority, the Southern California Regional Rail Authority, and the City of San Clemente.

B. Authorize the use of up to $1,818,000 in SB 125 (Chapter 54, Statutes of 2023) Transit Program for the replacement and rehabilitation of the controller system for the Pedestrian Audible Warning System Rehabilitation Project.

C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

Discussion

In August 2013, the Orange County Transportation Authority (OCTA) and the City of San Clemente (City) entered into Cooperative Agreement No. C-3-1528 to implement the Rail-Highway Grade Crossing Safety Enhancement Program to enhance safety at the seven pedestrian at-grade crossings and allow the use of the Pedestrian Audible Warning System (PAWS). At the City's request, these enhancements were applied to seven at-grade pedestrian crossings along the San Clemente Beach Trail, including Dije, El Portal, Corto, San Clemente Pier, T-Street, Lost Winds, and Calafia (Attachment A). PAWS provides a locally directed artificial horn sound at each of the crossings in lieu of the routine sounding of horns by approaching trains. The PAWS safety improvements allow the railroads to operate under a train horn sounding waiver from the Federal Railroad Administration. The agreement also established a cost-sharing formula of 88 percent provided by OCTA and 12 percent provided by the City for the construction of the PAWS project. OCTA owns the railroad right-of-way, commonly referred to as the Los Angeles – San Diego – San Luis Obispo rail corridor, and through agreement Metrolink operates and maintains the railroad on behalf of OCTA. The City and Southern California Regional Rail Authority (SCRRA) entered into a separate construction and maintenance agreement in May 2016, to define their roles and responsibilities for the PAWS system during and post construction.

In March 2025, the City informed OCTA that the existing PAWS had exceeded its useful life and has become technologically obsolete, making spare parts difficult or impossible to obtain, consequently compromising the system's future reliability and maintenance viability. The existing PAWS is currently operational and if they incur failure or are damaged, depending on the specific component, they may not be able to be repaired. To ensure continuation of safe rail operations throughout the City and to maintain the use of the PAWS in lieu of train horn warnings, staff recommends that OCTA fund the necessary PAWS replacement and rehabilitation which includes new software and hardware that controls the PAWS. OCTA and the City are proposing the same 88 – 12 percent cost-sharing formula as was in the original PAWS cooperative agreement with the City. The rehabilitated PAWS should be serviceable for approximately ten years and will be maintainable and have replacement hardware available for repairs as needed. The City will continue to be responsible for maintaining the PAWS in accordance with the cooperative agreement.

SB 125 amended the Budget Act of 2023, creating a formula funding program which is distributed to regional transportation planning agencies (RTPA) by the California State Transportation Agency and is referred to as the SB 125 Transit

Program. Designated as an RTPA for this purpose, OCTA is responsible for using or further distributing these funds to qualifying transit operators.

The use of SB 125 Transit Program funds is consistent with the Board of Directors (Board)-approved SB 125 Transit Program, which recommended funding towards several project categories, including Critical Rail Infrastructure. The City has prepared the plans, specifications, and estimates for the necessary replacement and upgrades of the PAWS, and the replacement and rehabilitation will be delivered by SCRRA utilizing their on-call signal contractor to install and integrate the upgraded system with the railroad signalization system. SCRRA has the expertise and is well-suited to construct the upgrades, including testing and acceptance of new and modified mission critical signal and communication systems. Additionally, SCRRA will manage the project and their contractor and coordinate with OCTA and the City. The work will utilize the existing planned railroad work windows, and no additional rail service impacts are anticipated with the proposed work; however, intermittent sounding of the train horns is expected during construction and testing. OCTA will work with City to assist in notifying the residents. The work is expected to begin in fall 2025 and completed within three months.

Fiscal Impact

The project is in OCTA's Fiscal Year 2025-26 Budget, Capital Programs Division, Account No. 0018-7831-C5075-447. The Project is funded by the SB 125 Transit Program and the City's local contribution with a total cost of $1,818,000.

Attachment B provides the updated Capital Funding Plan which provides summarized funding information for all OCTA capital projects.

Summary

Staff requests Board approval for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4115 between OCTA, SCRRA, and the City, in the amount of $1,818,000, and authorize the use of up to $1,818,000 in SB 125 Transit Program funds for the replacement and rehabilitation of hardware and software for the Pedestrian Audible Warning System Project.

Attachments

A. Pedestrian Audible Warning System (PAWS) Project
B. Capital Funding Programming Report

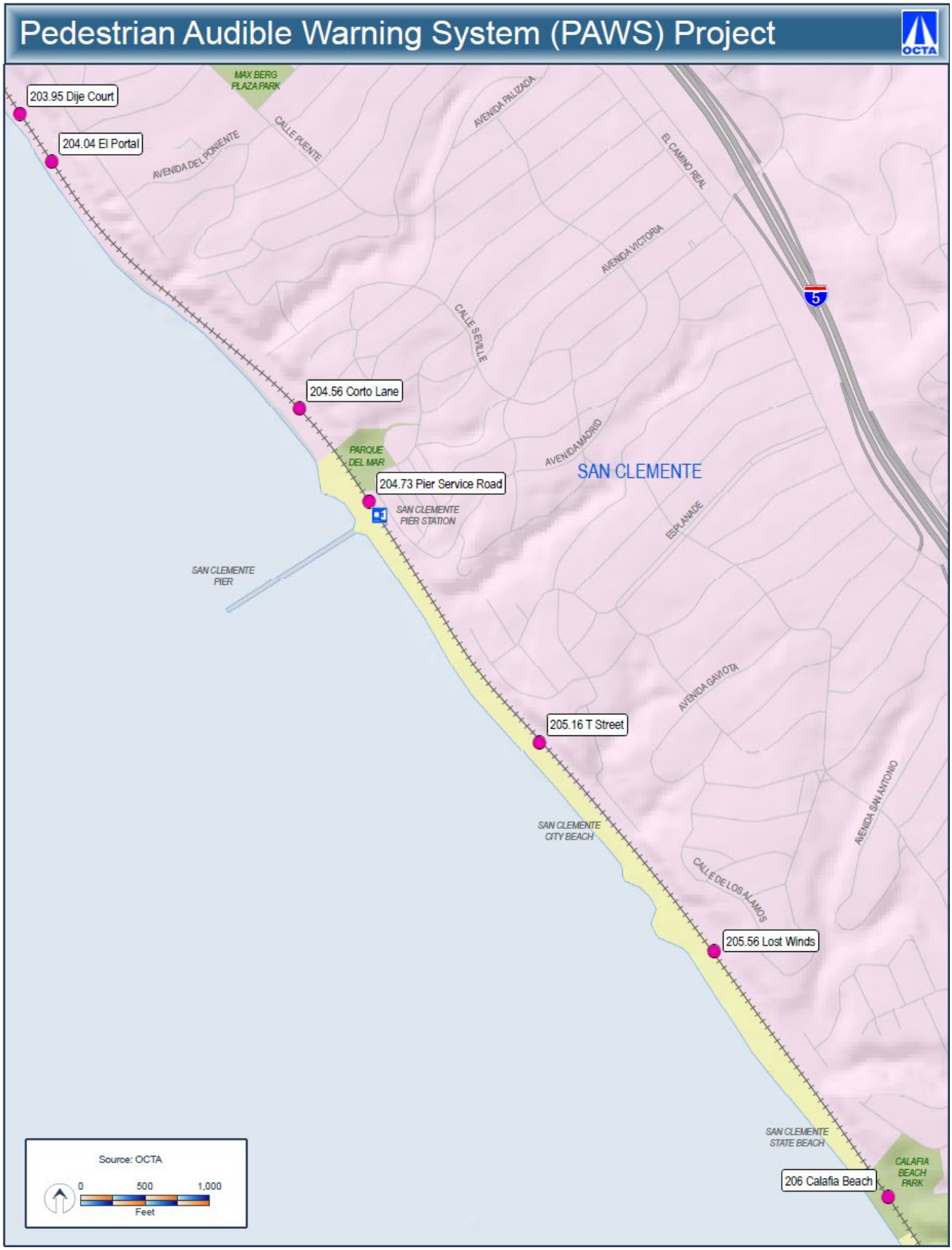
Prepared by:

Jason Lee
Program Manager, Capital Project Delivery
(714) 560-5833

Approved by:

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

ATTACHMENT A



ATTACHMENT B

Capital Funding Program Report

Pending Approval by OCTA Board of Directors - July 14, 2025

Rail Project											
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
OC Streetcar (New Starts)	M1/S	$649,000	$130,132	$171,961				$175,427		$171,480	
OC Streetcar (non-New Starts)	M1/S	$16,702		$342					$6,904	$9,313	$143
OC Streetcar (operations and potential future capital needs)	M1/S	$0	$0								
Anaheim Canyon Station	R	$34,200	$30,432							$2,000	$1,768
Coastal Rail Infrastructure Resiliency Project Environmental Phase 2	R	$10,220			$8,176					$2,044	
Coastal Rail Stabilization Priority Project	R	$313,580			$103,824		$80,000	$128,800		$956	
Cyprus Shore Initial Track Stabilization Projects (MP 206.8)	R	$8,000								$7,000	$1,000
Cyprus Shore Track Stabilization Projects (MP 206.8)	R	$14,110	$6,000		$1,210	$6,000		$200		$700	
Fullerton Transportation Center stair rehabilitation	R	$1,065		$1,030							$35
Future VSS	R	$217		$174							$43
Inland Slope Rehabilitation Phase II	R	$8,170					$2,400			$5,770	
Irvine Station Improvement Project	R	$6,330						$6,330			
Laguna Niguel to San Juan Capistrano passing siding	R	$35,956	$24,652	$1,015		$3,000		$6,734			$555
Metrolink fare revenue loss	R	$135,745						$135,745			
Metrolink new capital	R	$11,249	$2,121	$9,128							
Metrolink rehabilitation/renovation - FY 2021-22 to FY 2025-26	R	$199,302		$199,302							
Metrolink station and track improvements, and rehabilitation	R	$3,063		$2,617							$446
MP 204.2 Mariposa Point	R	$9,200				$9,200					
OC Maintenance Facility	R	$91,428		$198		$20,000		$71,230			
Orange Olive Wye connection	R	$16,000				$16,000					
Placentia Commuter Rail Station	R	$34,825	$50			$2,500		$400		$8,000	$23,875
Preventive maintenance (SCRRA - Metrolink)	R	$92,953		$92,953							
Rail track and structures	R	$88,504						$88,504			
San Clemente Track Protection (MP 204.6)	R	$5,500				$3,000	$2,500				
San Juan Creek Bridge replacement	R	$65,670	$908	$39,833	$913		$5,578	$17,059		$1,379	
SCRRA operating subsidy assistance	R	$2,510								$2,510	
Slope and culvert improvements	R	$300		$300							
Slope stabilization Laguna Niguel-Lake Forest	R	$5,168		$4,834						$334	
Tactile tile project	R	$1,569		$1,538						$31	
VSS at commuter rail stations	R	$4,409		$3,594				$56			$759
M2 Project S Transit extensions to Metrolink (Rubber Tire)	S	$733								$733	
OC Streetcar operations	S	$78,874	$19,500					$59,374			
Pedestrian Audible Warning System (PAWS)		$2,036						$1,818			$218
ARTIC environmental, ROW, program management support, site plan	M1	$41,369							$8,869		$32,500
Rail Project Totals		**$1,987,957**	**$213,795**	**$528,819**	**$114,123**	**$59,700**	**$90,478**	**$691,677**	**$15,773**	**$212,250**	**$61,342**

Capital Funding Program Report

Pending Approval by OCTA Board of Directors - July 14, 2025

Rail Project

Federal Funding Total	**$856,737**
State Funding Total	**$841,855**
Local Funding Total	**$289,365**
Total Funding (000's)	**$1,987,957**

Rail Project Completed

			Federal Funds			State Funds			Local Funds		
Project Title	**M Code**	**Total Funding**	**STBG/CMAQ**	**FTA**	**Other Fed.**	**STIP**	**SB1**	**Other State**	**M1**	**M2**	**Other Local**
Fullerton Transportation Center parking expansion	M1/R	$33,667				$11,250		$11,035	$9,718		$1,664
Laguna Niguel-Mission Viejo Station parking improvements and expansion (ADA ramps)	M1/R	$5,581	$3,204	$732					$1,645		
Metrolink Grade Crossing safety improvements (OCX)	M1/R	$80,618						$18,250	$7,600	$30,710	$24,058
Metrolink rolling stock	M1/R	$158,009	$42,230	$35,390				$36,300	$44,089		
Metrolink service track expansion	M1/R	$119,957						$51,399	$68,558		
Orange Transportation Center parking structure	M1/R	$31,003	$2,555	$2,644		$13,762			$1,850	$420	$9,772
Sand Canyon Avenue grade separation	M1/R	$62,050	$10,536					$28,192	$3,116	$5,352	$14,854
M2 Project S Fixed-Guideway Anaheim Rapid connection	M1/S	$9,924		$1,516					$6,000	$1,286	$1,122
Anaheim Regional Intermodal Transportation Center (ARTIC) construction	M1/T	$184,164	$33,250	$37,253	$3,501	$29,219			$43,900	$35,291	$1,750
Fullerton Transportation Station expansion planning, environmental PSR	M1/T	$0	$0						$0		
Santa Ana grade separation planning and environmental PSR	M1/T	$1,333	$1,180						$153		
Santa Ana Transportation Station planning and environmental PSR	M1/T	$1,003	$888						$115		
17th Street grade separation environmental	R	$2,476								$2,476	
Control Point at 4th Street	R	$2,985		$2,985							
Control Point Stadium crossover	R	$6,490		$3,245				$3,245			
LOSSAN Corridor grade separations PSR in Anaheim, Orange, and Santa Ana	R	$2,699								$2,699	
Metrolink grade crossing safety improvements ROW	R	$3,025								$3,025	
North Beach crossings safety enhancements	R	$348						$166		$182	
Positive Train Control (Metrolink)	R	$39,916		$4,492	$1,234			$34,190			
Rail Crossing signal lights and pedestrian gates	R	$252						$252			
Rail station platform safety improvements (Fullerton, Irvine, and Tustin)	R	$553						$553			
Safety repairs for San Clemente Pier Station	R	$122						$122			
San Clemente Beach Trail crossings safety enhancements	R	$4,999						$2,170		$2,251	$578
Ticket vending machines	R	$6,857									$6,857
Transit Rail Security (monitors, fencing, video surveillance)	R	$163						$163			
Go Local	S	$7,730							$7,730		
Fiber Optics installation (Metrolink)	M1	$23,183		$10,903				$10,479	$1,801		
Laguna Niguel-Mission Viejo Station parking expansion (south lot)	M1	$4,135						$695	$3,440		

Capital Funding Program Report

Pending Approval by OCTA Board of Directors - July 14, 2025

Rail Project Completed											
			Federal Funds			State Funds			Local Funds		
Project Title	M Code	Total Funding	STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Tustin Rail Station parking expansion	M1	$15,390				$1,100		$7,181	$7,109		
Rail Project Completed Totals		**$808,632**	**$93,843**	**$99,160**	**$4,735**	**$55,331**		**$204,392**	**$206,824**	**$83,692**	**$60,655**

Federal Funding Total	**$197,738**
State Funding Total	**$259,723**
Local Funding Total	**$351,171**
Total Funding (000's)	**$808,632**

Capital Funding Program Report

Pending Approval by OCTA Board of Directors - July 14, 2025

A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4115 between the Orange County Transportation Authority, the Southern California Regional Rail Authority, and the City of San Clemente.

B. Authorize the use of up to $1,818,000 in SB 125 Transit Program for the replacement and rehabilitation of the controller system for the Pedestrian Audible Warning System project.

C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

Acronyms:

ADA - Americans with Disabilities Act

Board - Board of Directors

CMAQ - Congestion Mitigation Air Quality Improvement Program

FFY - Federal Fiscal Year

FTA - Federal Transit Administration

FY - Fiscal Year

LOSSAN - Los Angeles-San Diego-San Luis Obispo Rail Corridor

M Code - Project Codes in Measure M1 and M2

M1 - Measure M1

M2 - Measure M2

MP - Mile Post

OC - Orange County

OCTA - Orange County Transportation Authority

OCX - Rail-Highway Grade Crossing/Safety Enhancement Project

PSR - Project Study Report

ROW - Right-of-Way

SB 1 - SB 1 (Chapter 5, Statutes of 2017)

SCRRA - Southern California Regional Rail Authority/Metrolink

STBG - Surface Transportation Block Grant

STIP - State Transportation Improvement Program

VSS - Video Surveillance System

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Comprehensive Transportation Funding Programs Semi-Annual Review - March 2025

Regional Transportation Planning Committee Meeting of July 7, 2025

Present: Directors Federico, Go, Harper, Klopfenstein, Foley, and Tavoularis
Absent: Director Stephens

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

A. Approve the requested adjustments to Comprehensive Transportation Funding Programs projects, Local Fair Share funds, and Senior Mobility Program funds.

B. Authorize the Chief Executive Officer to negotiate and execute cooperative agreement amendments for applicable Project V cooperative agreements.

July 7, 2025

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Comprehensive Transportation Funding Programs Semi-Annual Review – March 2025

Overview

The Orange County Transportation Authority recently completed the March 2025 semi-annual review of projects funded through the Comprehensive Transportation Funding Programs. This process reviews the delivery status of Measure M2 grant-funded projects and provides an opportunity for local jurisdictions to update project information and request project modifications. Staff has evaluated the requests, and the recommended project adjustments are presented for Board of Directors' review and approval.

Recommendations

A. Approve the requested adjustments to Comprehensive Transportation Funding Programs projects, Local Fair Share funds, and Senior Mobility Program funds.

B. Authorize the Chief Executive Officer to negotiate and execute cooperative agreement amendments for applicable Project V cooperative agreements.

Background

The Comprehensive Transportation Funding Programs (CTFP) is the mechanism that the Orange County Transportation Authority (OCTA) uses to administer and monitor funding for the streets, roads, and signal synchronization (Projects O and P), street system restoration (Project Q), transit (Projects S, U, V, and W), and water quality (Project X) programs. The CTFP guidelines provide local jurisdictions with comprehensive information for pursuing, administering, and delivering the Measure M2 (M2) transportation funding grants. A summary of the programs within the CTFP guidelines is provided in Attachment A.

Every six months, OCTA works with representatives from the local jurisdictions to review the status of projects and proposed project change requests. This process is known as the semi-annual review. The primary purpose of the semi-annual review is to promote the timely use of M2 grants awarded to support local projects. This is achieved by reviewing individual project status, assessing the continued viability of projects, addressing local jurisdiction concerns, confirming availability of local match funds, and ensuring timely closeout of all projects funded through the CTFP. For this review period, local jurisdictions were required to submit updates and requests for project changes by March 17, 2025.

Discussion

The requested March 2025 semi-annual review project adjustments include the following:

- 1 project cancellation,
- 6 project delays,
- 23 timely use of funds extensions for the Local Fair Share Program,
- 62 timely use of funds extensions for the Senior Mobility Program,
- 8 project scope changes, and
- 14 OCTA-initiated requests (transfers of savings and technical adjustment).

Local jurisdictions identified several reasons justifying the need for project adjustments, including construction cost increases, environmental assessment delays, procurement challenges, enhanced project benefits, project design changes, and service schedule modifications.

Staff is recommending Board of Directors' (Board) approval of the project adjustments listed above. Additional information on the 114 proposed adjustments is included in Attachment B, which outlines all local jurisdiction requests and Attachment C, which provides a narrative of the requests. The number of changes requested for competitively funded grants represent nine percent of the active projects funded through the CTFP call for projects (call) process.

Board approval is also requested for 14 OCTA-initiated adjustments to preserve unspent funds for use in subsequent fiscal years. These include 13 transfers of savings for the Community Based Transit Circulators (Project V) grants, which were awarded as part of the 2024 call. Several of the continuing services programmed in the recent Project V call had remaining M2 funds awarded from prior call cycles that are being used before drawing from the 2024 grant funding. Additionally, some local jurisdictions also encountered protracted lead times for

capital vehicle purchases that delayed originally scheduled operational start dates. Staff is also requesting approval of one technical adjustment for a 2020 Project V service that had more funding availability than originally expected, due to the service suspension that took place during the coronavirus pandemic. This technical adjustment will ensure that grant allocations are better aligned with the service needs.

M2 CTFP Summary

The M2 CTFP summary table provided below includes an overview of the status of M2 CTFP-funded projects by phase and funding allocation amount. The table also documents the same information that was provided based on the September 2024 semi-annual review, for comparison purposes.

M2 CTFP Summary Table				
Project Status	September 2024 Semi-Annual Review		March 2025 Semi-Annual Review	
	Project Phases	Allocations (in millions)	Project Phases	Allocations [1] (after adjustments)
Planned [2]	82	$74.8	62	$86.9
Started [3]	108	$176.3	123	$196.8
Pending [4]	115	$127.4	125	$129.8
Completed [5]	475	$227.0	482	$243.5
Cancelled [6]	74	$82.8	77	$85.0
Total	854	$688.3	869	$742.0

1. Allocations in millions, subject to change pending final reconciliation.

2. Planned - indicates that funds have not been obligated and/or are pending contract award.

3. Started - indicates that the phase is underway, and funds are obligated.

4. Pending - indicates that phase work is completed, and final report submittal/approval is pending.

5. Completed - indicates that phase work is complete, the final report is approved, and final payment has been made.

6. Cancelled - indicates that the phase work will not be completed, and project savings will be returned to the program.

* Note: the project phase and allocations listed above are subject to frequent and regular changes primarily due to project status updates, final reconciliations, and project closeout processes.

Key items of note are:

- Since the inception of M2, OCTA has programmed over $731 million in competitive funds including approximately $37.8 million in state and federal funds.

- Total accumulated project savings, since inception, are estimated to be approximately $102 million. These savings have been returned to M2 source programs and are used to support future funding cycles, as

appropriate. Cost savings from delivered projects are realized for various reasons such as quantity adjustments and minor construction modifications.

- As of the drafting of this report, 607 individual project phases (125 pending plus 482 completed from the table) have been completed. This represents a 77 percent project delivery rate (excluding cancelled projects) for all projects that have been granted funds.

- In the last six months, 17 project phases were completed and 17 project phases were started.

- Another 185 project phases, or 21 percent, are considered currently active (123 started and 62 planned).

Based on the CTFP guidelines, the recommended project adjustments identified in this staff report are appropriate and necessary. The local agency-requested adjustments have also been reviewed and approved by the OCTA Technical Advisory Committee.

Next Steps

Pending approval by the Board, staff will monitor the implementation of the actions included in this report through future semi-annual review cycles, typically reported biannually.

Summary

Consistent with the semi-annual review process, staff has reviewed all active M2 CTFP-funded project phases and is recommending approval of all proposed project adjustments.

Attachments

A. Measure M2 Comprehensive Transportation Funding Programs and Local Formula Programs Summary
B. Comprehensive Transportation Funding Programs, March 2025 Semi-Annual Review Adjustment Requests
C. Comprehensive Transportation Funding Programs, March 2025 Semi-Annual Review Adjustment Request Descriptions

Prepared by:



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Approved by:



Rose Casey
Executive Director, Planning
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ATTACHMENT A

Measure M2 Comprehensive Transportation Funding Programs and Local Formula Programs Summary

Comprehensive Transportation Funding Programs (CTFP)

The Orange County Transportation Authority's (OCTA) CTFP represents a collection of competitive Measure M2 (M2) funding programs, which are awarded to Orange County local jurisdictions to assist in funding streets and roads, transit, and transportation-related environmental cleanup and improvement efforts.

Each program within the CTFP has a specific objective, funding source, and set of selection criteria. Applications for CTFP competitive programs are submitted during calls for projects (call). Each funding program has its own call cycle with some calls occurring annually (and others occurring less frequently), depending upon local jurisdiction interest, funding availability, and transportation needs within the County. OCTA staff and various technical committees review, vet, and develop funding recommendations for each call prior to submittal to the OCTA Board of Directors for final input, review, and approval of programming recommendations.

A brief summary of each of the competitive M2 funding programs included in the CTFP is provided below.

Regional Capacity Program

The Regional Capacity Program (Project O) is a competitive program, which funds improvements to the County's Master Plan of Arterial Highways (MPAH). The MPAH is the County's backbone arterial highway network, and Project O supports roadway construction and widenings, intersection improvements, and arterial highway to freeway transitions.

Regional Traffic Signal Synchronization Program

The Regional Traffic Signal Synchronization Program (Project P) is a competitive program, which provides funding to implement multi-jurisdictional signal synchronization projects in order to provide drivers a better travel experience by providing reduced travel times, stops, and delays. The overall goal of the program is to regularly coordinate 2,000 signals along 750 miles of the County's roadway network.

Transit Extensions to Metrolink

The Transit Extensions to Metrolink Program (Project S) is a competitive program, which provides funds to local jurisdictions in order to enhance their regional transit capabilities through creation of new connections between residential/employment centers and the existing Metrolink system.

Community Based Transit Circulators

The Community Based Transit Circulators Program (Project V) provides competitive funds to local jurisdictions to develop and implement local transit services, such as community based circulators, shuttles, bus trolleys, and other shared-ride services, which both complement regional bus and rail services, and also meet needs in areas not adequately served by regional transit.

Safe Transit Stops

The Safe Transit Stops Program (Project W) allocates funds to eligible local jurisdictions so they can implement passenger amenity improvements (i.e., constructing or improving shelters, providing new and/or additional seating, waste receptacles, signage, etc.) at the 100 busiest bus stops in the County.

Environmental Cleanup Program

The Environmental Cleanup Program (Project X) provides competitive funds for water quality improvement projects that address transportation-generated pollution. Project X is a two-tiered funding program with Tier 1 projects mitigating the more visible forms of pollution (i.e., trash and debris) that accumulate on county roadways. The Tier 2 component of the program provides funding for multi-jurisdictional projects focused on implementing large-scale best management practices construction projects.

Local Formula Funding Programs

Formula funds are distributed to local jurisdictions by OCTA on a regular basis, so long as local jurisdictions are eligible to receive M2 funds (and meet other program-specific criteria). A brief summary of the formula-based programs is provided below.

Local Fair Share Program

The Local Fair Share Program (Project Q) provides flexible formula funds to help local jurisdictions pay for the escalating cost of restoring aging street systems. These funds may be used for other local transportation needs as well, so long as the Local Fair Share funds are supplementing and not supplanting local jurisdictions' transportation expenditures.

Senior Mobility Program

The Senior Mobility Program (Project U) provides formula funds to fill in gaps between local fixed-route buses and OC ACCESS services. Under this program, participating local jurisdictions are eligible to receive funds and vehicles from OCTA to assist in operating local transit systems, which best fit the needs of older adults in their communities.

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

ATTACHMENT B

Cancellation Requests							
No.	Agency	Project Number	Project	Project Title	Phase	Current FY	Current Grant
1	Santa Ana	21-SNTA-ACE-3996 [1]	O	Fairview Street Improvements from 9th Street to 16th Street	CON	24/25	$ 3,721,590
						Cancellations (1) - Total Phase Grants	**$ 3,721,590**

Reasons for Project Adjustments

1. Current construction costs significantly higher than engineer estimate

Acronyms

CON - Construction
FY - Fiscal year

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

Delay Requests*									
No.	Agency	Project Number	Project	Project Title	Phase	Current FY	Current Grant	Proposed Delay (Months)	Proposed FY
1	Los Alamitos	24-LSAL-CBT-4078 [1]	V	Los Alamitos On-Demand Service	Initial Marketing	24/25	$ 1,000	24	26/27
2	Los Alamitos	24-LSAL-CBT-4078 [1]	V	Los Alamitos On-Demand Service	CAP	24/25	$ 333,056	24	26/27
3	Los Alamitos	24-LSAL-CBT-4078 [1]	V	Los Alamitos On-Demand Service	O&M	24/25	$ 1,596,416	24	26/27
4	Mission Viejo	23-MVJO-TSP-4048 [2]	P	Marguerite Parkway RTSSP Project	O&M	24/25	$ 161,120	24	26/27
5	Mission Viejo	23-MVJO-TSP-4049 [2]	P	Olympiad Road/Felipe Road RTSSP Project	O&M	24/25	$ 66,880	24	26/27
6	Yorba Linda	24-YLND-ICE-4065 [3]	O	Yorba Linda Boulevard/Savi Ranch Parkway Improvements	ROW	24/25	$ 1,601,700	24	26/27
						Delays (6) - Total Phase Grants	**$ 3,760,172**		

*Once obligated, Comprehensive Transportation Funding Programs funds typically expire 36 months from the contract award date. Local jurisdictions may request up to an additional 24 months to obligate funds.

Reasons for Project Adjustments

1. Procurement delays
2. Construction related (implementation delays, supply change delays)
3. Environmental clearance delays

Acronyms

CAP - Capital
FY - Fiscal year
O&M - Operations and Maintenance
ROW - Right of Way
RTSSP - Regional Traffic Signal Synchronization Prgram

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

Timely Use of Funds Extension Requests - Local Fair Share*					
No.	Agency	FY of Disbursement	Disbursement	Proposed Extension Amount	FY Extension Deadline for Tracking^
1-6	Buena Park	FY 2022/23	$ 387,444	$ 387,444	6/30/2027
			$ 360,484	$ 360,484	6/30/2027
			$ 327,808	$ 327,808	6/30/2027
			$ 356,440	$ 356,440	6/30/2027
			$ 321,693	$ 321,693	6/30/2027
			$ 344,012	$ 344,012	6/30/2027
7-9	Costa Mesa	FY 2022/23	$ 593,335	$ 593,335	6/30/2027
			$ 539,552	$ 539,552	6/30/2027
			$ 586,727	$ 586,727	6/30/2027
10-15	La Habra	FY 2022/23	$ 231,213	$ 231,213	6/30/2027
			$ 215,124	$ 215,124	6/30/2027
			$ 195,624	$ 195,624	6/30/2027
			$ 212,729	$ 212,729	6/30/2027
			$ 191,975	$ 191,975	6/30/2027
			$ 205,294	$ 205,294	6/30/2027
16-17	Santa Ana	FY 2022/23	$ 952,254	$ 459,697	6/30/2027
			$ 1,018,321	$ 1,018,321	6/30/2027
18-23	Seal Beach	FY 2022/23	$ 102,718	$ 102,718	6/30/2027
			$ 95,571	$ 95,571	6/30/2027
			$ 86,908	$ 86,908	6/30/2027
			$ 94,507	$ 94,507	6/30/2027
			$ 85,287	$ 85,287	6/30/2027
			$ 91,204	$ 91,204	6/30/2027
LFS Timely Use of Funds Extensions (23) - Total				**$ 7,103,665**	

*Net Revenues received by local jurisdictions through the LFS Program shall be expended within three years of receipt. An extension may be granted but is limited to a total of five years from the date of receipt of funds

^The Orange County Transportation Authority tracks expenditures based on the FY of receipt and processes extension requests in FY increments for uniform review purposes. However, the local jurisdiction has three years from the disbursement date to expend funds and with approval of this action, will have an additional two-year extension. The disbursements in this table are recommended to be approved for a two year extension, which may result in eligible expenditures occurring after the FY extension tracking date, which falls at the end of the FY (June 30). For expenses incurred after the June 30 FY extension tracking deadline, the local jurisdiction will be responsible for providing appropriate back-up as requested to demonstrate that the funds were spent within the three years from date of disbursement if no extension is requested or the three years plus two additional years if an extension is requested. Requests for extensions should be submitted as part of the semi-annual review process prior to the end of the second FY in which the funds were received. Requests for extensions must also include a plan of expenditure.

Acronyms

FY - Fiscal Year

LFS - Local Fair Share

M2 - Measure M2

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

Timely Use of Funds Extension Requests - Senior Mobility Program*					
No.	Agency	FY of Disbursement	Disbursement	Proposed Extension Amount	FY Extension Deadline for Tracking^
1-5	Aliso Viejo	FY 2022/23	$ 6,153	$ 405	6/30/2027
			$ 5,863	$ 5,863	6/30/2027
			$ 6,352	$ 6,352	6/30/2027
			$ 5,491	$ 5,491	6/30/2027
			$ 5,872	$ 5,872	6/30/2027
6-11	Anaheim	FY 2022/23	$ 71,631	$ 71,631	6/30/2027
			$ 66,647	$ 66,647	6/30/2027
			$ 63,501	$ 63,501	6/30/2027
			$ 68,800	$ 68,800	6/30/2027
			$ 59,475	$ 59,475	6/30/2027
			$ 63,602	$ 63,602	6/30/2027
12-17	Dana Point	FY 2022/23	$ 13,089	$ 13,089	6/30/2027
			$ 12,178	$ 12,178	6/30/2027
			$ 11,603	$ 11,603	6/30/2027
			$ 12,572	$ 12,572	6/30/2027
			$ 10,868	$ 10,868	6/30/2027
			$ 11,622	$ 11,622	6/30/2027
18-23	Garden Grove	FY 2022/23	$ 41,339	$ 41,339	6/30/2027
			$ 38,463	$ 38,463	6/30/2027
			$ 36,647	$ 36,647	6/30/2027
			$ 39,705	$ 39,705	6/30/2027
			$ 34,324	$ 34,324	6/30/2027
			$ 36,705	$ 36,705	6/30/2027
24-30	Laguna Niguel	FY 2022/23	$ 17,396	$ 17,396	6/30/2027
			$ 19,609	$ 19,609	6/30/2027
			$ 18,244	$ 18,244	6/30/2027
			$ 17,383	$ 17,383	6/30/2027
			$ 18,834	$ 18,834	6/30/2027
			$ 16,281	$ 16,281	6/30/2027
			$ 17,411	$ 17,411	6/30/2027
31-33	Lake Forest	FY 2022/23	$ 17,054	$ 17,054	6/30/2027
			$ 14,743	$ 14,743	6/30/2027
			$ 15,766	$ 15,766	6/30/2027
34-39	Mission Viejo	FY 2022/23	$ 30,743	$ 30,743	6/30/2027
			$ 28,604	$ 28,604	6/30/2027
			$ 27,254	$ 27,254	6/30/2027
			$ 29,528	$ 29,528	6/30/2027
			$ 25,526	$ 25,526	6/30/2027
			$ 27,297	$ 27,297	6/30/2027

40-45	Orange	FY 2022/23	$ 33,232	$ 33,232	6/30/2027
			$ 30,919	$ 30,919	6/30/2027
			$ 29,460	$ 29,460	6/30/2027
			$ 31,918	$ 31,918	6/30/2027
			$ 27,592	$ 27,592	6/30/2027
			$ 29,507	$ 29,507	6/30/2027
46-51	San Clemente	FY 2022/23	$ 19,146	$ 19,146	6/30/2027
			$ 17,814	$ 17,814	6/30/2027
			$ 16,973	$ 16,973	6/30/2027
			$ 18,390	$ 18,390	6/30/2027
			$ 15,897	$ 15,897	6/30/2027
			$ 17,000	$ 17,000	6/30/2027
51-56	Stanton	FY 2022/23	$ 3,298	$ 3,298	6/30/2027
			$ 7,558	$ 7,558	6/30/2027
			$ 8,188	$ 8,188	6/30/2027
			$ 7,079	$ 7,079	6/30/2027
			$ 7,570	$ 7,570	6/30/2027
57-62	Villa Park	FY 2022/23	$ 2,922	$ 2,922	6/30/2027
			$ 2,719	$ 2,719	6/30/2027
			$ 2,591	$ 2,591	6/30/2027
			$ 2,807	$ 2,807	6/30/2027
			$ 2,426	$ 2,426	6/30/2027
			$ 2,595	$ 2,595	6/30/2027
SMP Timely Use of Funds Extensions (62) - Total				**$ 1,396,032**	

*Net revenues received by local jurisdictions through the SMP shall be expended within three years. An extension may be granted but is limited to a total of five years from the date of receipt of funds.

^The Orange County Transportation Authority tracks expenditures based on the FY of receipt and processes extension requests in FY increments for uniform review purposes. However, the local jurisdiction has three years from the disbursement date to expend funds and with approval of this action, will have an additional two-year extension. The disbursements in this table are recommended to be approved for a two year extension, which may result in eligible expenditures occurring after the FY extension tracking date, which falls at the end of the FY (June 30). For expenses incurred after the June 30 FY extension tracking deadline, the local jurisdiction will be responsible for providing appropriate back-up as requested to demonstrate that the funds were spent within the three years from date of disbursement if no extension is requested or the three years plus two additional years if an extension is requested. Requests for extensions should be submitted as part of the semi-annual review process prior to the end of the second FY in which funds were received. Requests for extensions must also include a service plan.

Acronyms

FY - Fiscal Year

M2 - Measure M2

SMP - Senior Mobility Program

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

Scope Change Requests*

No.	Agency	Project Number	Project	Project Title	Summary of Scope Change	Phase	Current FY	Current Grant
1	Anaheim	23-ANAH-ECP-4050 [1]	X	Catch Basin Screen Installation Project – FY 2023/2024	Decrease in installation of CPS from 287 to 252, FTC from 22 to 7, and ARS from 21 to 19.	CON	23/24	$ 500,000
2	Costa Mesa	22-CMSA-ECP-4035 [1]	X	2022 Connector Pipe Screen Installation Project	Decrease in CPS installed from 300 to 151.	CON	22/23	$ 160,000
3	Garden Grove	24-GGRV-ICE-4061 [2]	O	Harbor-Garden Grove Intersection Capacity Enhancement	Modifications to constructed bus pad, curb and gutter, and sidewalk. Relocation of bus shelter, bus bench, and trash receptacle	CON	25/26	$ 3,957,107
4	Irvine	20-IRVN-TSP-3974 [3]	P	Barranca Parkway Traffic Signal Synchronization Project	Removal of equipment, additional equipment installed at improvement locations, modifications to improvement locations, and the addition of network operations equipment.	IMP	20/21	$ 3,613,548
5	Mission Viejo	16-OCTA-CBT-3836 [4]	V	Mission Viejo Local Transit Circulator	Modification to service schedule to include additional special events operations on Arbor Day (April) and National Night Out (July or August).	O&M	16/17	$ 475,300
6	OCTA †	19-OCTA-TSP-3940 [5]	P	Lake Forest Drive Regional Traffic Signal Synchronization Program	Remove Actelis ML 680DF ethernet switch on dimension intersection from equipment needed.	IMP	20/21	$ 1,395,563
7	Stanton	24-STAN-ECP-4094 [6]	X	Western Storm Channel Grate Replacement Project	Design modification to custom inlet grate, elongating the grates on the sides of the device to allow storm water to continue flowing if the front portion is clogged with debris.	CON	24/25	$ 20,240
8	Yorba Linda	22-YLND-TSP-4026 [1,6]	P	Yorba Linda Boulevard / Weir Canyon Road Corridor RTSSP	Connect five intersections in the City of Fullerton to the existing fiber optic network, extend fiber optic cable from Yorba Linda Boulevard to Yorba Linda City Hall TMC to improve redundancy and signal operations, and replace 72-strand fiber with 120-strand cable to boost communication capacity.	IMP	22/23	$ 3,520,333
							Scope Changes (8) - Total Phase Grants	**$ 13,642,091**

*Agencies may request scope changes for Comprehensive Transportation Funding Programs projects so long as the agency can demonstrate substantial consistency and attainment of proposed transportation benefits compared to the original project scope as committed to in the project application. No additional funding is being requested to effectuate the recommended modifications.

† Project led by OCTA as requested by participating agencies: Irvine, Laguna Hills, and Lake Forest

Reasons for Project Adjustments

1. Construction related (location accessiblity, relocation of equipment, design changes)
2. Keep project within eligible pavement area after median relocation
3. Cost savings from removed or deferred installations that ensure the project meets its intended objectives
4. Increased service capacity and flexibility
5. Equipment installed through separate project
6. Enhanced project benefits (enhanced stormwater capture, improved communication network functionality)

Acronyms

ARS - Automatic retractable screen
CPS - Connector pipe screen
CON - Construction
FY - Fiscal year
FTC - Full trash capture unit
IMP - Implementation
OCTA - Orange County Transportation Authority
O&M - Operations and Maintenance
RTSSP - Regional Traffic Signal Synchronization Program
TMC - Traffic management center

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

OCTA-Initiated Request: Transfer of Savings									
No.	Agency	Project Number	Project	Project Title	Phase	Current FY	Current Grant	Transfer Amount	Proposed Grant
1	Anaheim	24-ANAH-CBT-4071[1]	V	Anaheim Canyon Circulator	O&M	FY29/30M	$ 331,714	TBD	TBD
2	County of Orange	24-ORCO-CBT-4072[1]	V	Expanded RanchRide Transit Service Program	CAP	FY25/26M	$ 339,660	TBD	TBD
					O&M	FY25/26M	$ 880,124	TBD	TBD
3	Dana Point	24-DPNT-CBT-40731[1]	V	Dana Point Trolley Continuity Program	O&M	FY27/28M	$ 2,702,000	TBD	TBD
4	Irvine	24-IRVN-CBT-4074[1]	V	Irvine Special Event Circulator	Initial Marketing	FY25/26	$ 44,500	TBD	TBD
					CAP	FY25/26M	$ 407,086	TBD	TBD
					O&M	FY25/26M	$ 4,019,835	TBD	TBD
5	Laguna Beach	24-LBCH-CBT-4075[1]	V	Off-Season Weekend and Seasonal Services	Initial Marketing	FY25/26	$ 12,500	TBD	TBD
					O&M	FY25/26M	$ 5,212,250	TBD	TBD
6	Laguna Beach	24-LBCH-CBT-4076[1]	V	Laguna Canyon Road/El Toro Road Laguna Local Service	O&M	FY25/26M	$ 2,011,989	TBD	TBD
7	Laguna Niguel	24-LNIG-CBT-4077[1]	V	Laguna Niguel Summer Trolley	Initial Marketing	FY25/26	$ 72,000	TBD	TBD
					CAP	FY25/26M	$ 1,853,176	TBD	TBD
					O&M	FY25/26M	$ 1,530,609	TBD	TBD
8	Los Alamitos	24-LSAL-CBT-4078[1]	V	Los Alamitos On-Demand Service	Initial Marketing	FY25/26	$ 1,000	TBD	TBD
					CAP	FY25/26M	$ 333,056	TBD	TBD
					O&M	FY25/26M	$ 1,596,416	TBD	TBD
9	Mission Viejo	24-MVJO-CBT-4079[1]	V	Mission Viejo Circulator and Special Event	CAP	FY25/26M	$ 51,100	TBD	TBD
					O&M	FY25/26M	$ 4,372,445	TBD	TBD
10	Newport Beach	24-NBCH-CBT-4080[1]	V	Balboa Peninsula Trolley Service Continuation	Initial Marketing	FY25/26	$ 18,000	TBD	TBD
					CAP	FY25/26M	$ 1,315,260	TBD	TBD
					O&M	FY25/26M	$ 1,241,460	TBD	TBD
11	San Clemente	24-SCLM-CBT-4081[1]	V	Trolley Program	Initial Marketing	FY25/26	$ 9,000	TBD	TBD
					CAP	FY25/26M	$ 270,000	TBD	TBD
					O&M	FY25/26M	$ 7,956,081	TBD	TBD
12	San Clemente	24-SCLM-CBT-4082[1]	V	On-Demand Transit Programs	Initial Marketing	FY25/26	$ 7,500	TBD	TBD
					CAP	FY25/26M	$ 398,448	TBD	TBD
					O&M	FY25/26M	$ 2,858,480	TBD	TBD
13	San Juan Capistrano	24-SJCP-CBT-4083[1]	V	Expanded Summer Weekend and Special Event Trolley Service	Initial Marketing	FY25/26	$ 9,000	TBD	TBD
					CAP	FY25/26M	$ 595,800	TBD	TBD
					O&M	FY25/26M	$ 1,921,212	TBD	TBD

*Up to 100 percent of savings between subsequent phases (or years) within a project may be transferred. Funds can only be transferred to a phase that has already been awarded competitve funds. Such requests must be made prior to acceptance of a final report and submitted as part of a semi-annual review process.

Reason for Project Adjustment

1. Project savings in earlier phases or fiscal years can support work in later awarded phases or fiscal years

Acronyms

CAP - Capital
FY - Fiscal Years
M - Multiple Years
O&M - Operations and Maintenance
TBD - To be determined

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Requests

OCTA-Initiated Request: Technical Adjustment									
No.	Agency	Project Number	Project	Project Title	Phase	Current Allocation for FY21-22	Current Allocation for FY22-23	Current Allocation for FY23-24	Proposed Allocation for FY23-24*
1	Dana Point	20-DNPT-CBT-3959	V	Dana Point Trolley Continuity Program	Initial Marketing	$ 45,000	$ -	$ -	$ 45,000
					CAP	$ 48,060	$ 48,240	$ 75,510	$ 171,810
					O&M	$ 129,077	$ 99,318	$ 114,534	$ 342,929
					Total	**$ 222,137**	**$ 147,558**	**$ 190,044**	**$ 559,739**

Reason for Technical Adjustment

*Combines FY21-22 grant allocation of $222,137, FY22-23 grant allocation of $147,558, and FY23-24 of $190,044 to coincide with actual start of program in FY23-24.

Total Board-approved M2 grant of $2,209,739 remains the same, subject to local match requirements. No additional M2 funding provided.

Acronyms

Board - Board of Directors
CAP - Capital
FY - Fiscal Year
M2 - Measure M2
O&M - Operations and Maintenance

ATTACHMENT C

Comprehensive Transportation Funding Programs
March 2025 Semi-Annual Review Adjustment Request Descriptions

Cancellations

Local jurisdictions may request to cancel Comprehensive Transportation Funding Programs (CTFP) projects at any time for any reason. Cancelled projects are eligible to reapply upon resolution of the issues that led to the original project cancellation. During this semi-annual review cycle, the following cancellation request was submitted.

The City of Santa Ana (Santa Ana) is requesting a cancellation for the construction phase of the Fairview Street Improvements Project from 9th Street to 16th Street (21-SNTA-ACE-3996) due to construction costs increasing to more than double the engineer estimated costs with increased costs of material supplies and labor inflation.

Delays

Local jurisdictions may request a one-time delay of up to 24 months to obligate funds. During the March 2025 semi-annual review cycle, the following delay requests were submitted.

The City of Mission Viejo (Mission Viejo) is requesting a 24-month delay for the operations and maintenance (O&M) phase for the following two Regional Traffic Signal Synchronization Program (RTSSP) projects. Additional time is required due to construction-related delays during the implementation (IMP) phase including establishing multiple traffic signal service points, anticipated equipment lead times, traffic count data collection, and specialized traffic signal cabinet design.

- O&M phase of Marguerite Parkway RTSSP Project (23-MVJO-TSP-4048)
- O&M phase of Olympiad Road/Felipe Road RTSSP Project (23-MVJO-TSP-4049)

The City of Yorba Linda (Yorba Linda) is requesting a 24-month delay for the right-of-way phase for the Yorba Linda Boulevard/Savi Ranch Parkway Improvements Project (24-YLND-ICE-4065) due to delays with the federal environmental clearance process under the National Environment Policy Act.

The City of Los Alamitos is requesting a 24-month delay for the initial marketing, capital, and O&M phases for the Los Alamitos On-Demand Service (24-LSAL-CBT-4078) due to procurement process challenges in awarding a vendor contract.

Local Fair Share (LFS) Timely Use of Funds Extensions

Once issued, LFS funds expire three years from the check issuance date. An extension may be granted but is limited to a total of five years from the date of disbursement. For review purposes, the Orange County Transportation Authority (OCTA) tracks expenditures based on the fiscal year[1] (FY) of receipt. Requests for extensions must be submitted prior to expiration and should be submitted as part of the semi-annual review process prior to

[1] FY means July 1 through June 30. For example, funds received in March 2023, tracked by FY, should be spent by June 30, 2025.

the end of the second FY funds were disbursed. Local jurisdictions may request an extension(s) of up to two years for OCTA Board of Directors (Board) consideration; however, OCTA will track Board-approved extensions in FY increments. During this review cycle, the following LFS timely use of funds extension requests were submitted.

The City of Buena Park (Buena Park) is requesting a two-year timely use of funds extension of $2,097,881. The funds being considered for extensions were disbursed in FY 2022-23 through six separate installments and should be expended by the FY extension deadlines provided in Attachment B. Buena Park indicated that these funds will be directed towards traffic signal improvements and citywide street rehabilitation improvements.

- $387,444, from June 2025 to June 2027
- $360,484, from June 2025 to June 2027
- $327,808, from June 2025 to June 2027
- $356,440, from June 2025 to June 2027
- $321,693, from June 2025 to June 2027
- $344,012, from June 2025 to June 2027

The City of Costa Mesa (Costa Mesa) is requesting a two-year timely use of funds extension of $1,719,614. The funds being considered for extensions were disbursed in FY 2022-23 through three separate installments and should be expended by the FY extension deadlines provided in Attachment B. Costa Mesa indicated these funds will be directed towards citywide street rehabilitation improvements.

- $593,335, from June 2025 to June 2027
- $539,552, from June 2025 to June 2027
- $586,727, from June 2025 to June 2027

The City of La Habra (La Habra) is requesting a two-year timely use of funds extension of $1,251,960. The funds being considered for extensions were disbursed in FY 2022-23 through three separate installments and should be expended by the FY extension deadlines provided in Attachment B. La Habra indicated these funds will be directed towards citywide street rehabilitation improvements.

- $231,213, from June 2025 to June 2027
- $215,124, from June 2025 to June 2027
- $195,624, from June 2025 to June 2027
- $212,729, from June 2025 to June 2027
- $191,975, from June 2025 to June 2027
- $205,294, from June 2025 to June 2027

Santa Ana is requesting a two-year timely use of funds extension of $1,478,018. The funds being considered for extensions were disbursed in FY 2022-23 through two separate installments and should be expended by the FY extension deadlines provided in Attachment B. Santa Ana indicated these funds will be directed towards traffic signal improvements, citywide street rehabilitation improvements, and city street bicycle lane improvements.

- $459,697, from June 2025 to June 2027
- $1,018,321, from June 2025 to June 2027

The City of Seal Beach (Seal Beach) is requesting a two-year timely use of funds extension of $556,194. The funds being considered for extensions were disbursed in FY 2022-23 through six separate installments and should be expended by the FY extension deadlines provided in Attachment B. Seal Beach indicated these funds will be directed towards city street bicycle lane improvements.

- $102,718, from June 2025 to June 2027
- $95,571, from June 2025 to June 2027
- $86,908, from June 2025 to June 2027
- $94,507, from June 2025 to June 2027
- $85,287, from June 2025 to June 2027
- $91,204, from June 2025 to June 2027

Senior Mobility Program (SMP) Timely Use of Funds Extensions

Once issued, SMP funds expire 36 months from the check issuance date. An extension may be granted but is limited to a total of five years from the date of disbursement. For review purposes, OCTA tracks expenditures based on the FY of receipt. Requests for extensions must be submitted prior to expiration and should be submitted as part of the semi-annual review process prior to the end of the second FY funds were disbursed. Local jurisdictions may request an extension(s) of up to two years for Board consideration; however, OCTA will track Board-approved extensions in FY increments. During this review cycle, the following SMP timely use of funds extension requests were submitted:

The City of Aliso Viejo is requesting a 24-month timely use of funds extension for $23,983. The funds being considered for extension were disbursed in FY 2022-23 as five separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $405, from June 2025 to June 2027
- $5,863, from June 2025 to June 2027
- $6,352, from June 2025 to June 2027
- $5,491, from June 2025 to June 2027
- $5,872, from June 2025 to June 2027

The City of Anaheim (Anaheim) is requesting a 24-month timely use of funds extension for $393,657. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $71,631, from June 2025 to June 2027
- $66,647, from June 2025 to June 2027
- $63,501, from June 2025 to June 2027
- $68,800, from June 2025 to June 2027

- $59,475, from June 2025 to June 2027
- $63,602, from June 2025 to June 2027

The City of Dana Point is requesting a 24-month timely use of funds extension for $71,932. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $13,089, from June 2025 to June 2027
- $12,178, from June 2025 to June 2027
- $11,603, from June 2025 to June 2027
- $12,572, from June 2025 to June 2027
- $10,868, from June 2025 to June 2027
- $11,622, from June 2025 to June 2027

The City of Garden Grove (Garden Grove) is requesting a 24-month timely use of funds extension for $227,183. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $41,339, from June 2025 to June 2027
- $38,463, from June 2025 to June 2027
- $36,647, from June 2025 to June 2027
- $39,705, from June 2025 to June 2027
- $34,324, from June 2025 to June 2027
- $36,705, from June 2025 to June 2027

The City of Laguna Niguel is requesting a 24-month timely use of funds extension for $125,158. The funds being considered for extension were disbursed in FY 2022-23 as seven separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $17,396, from June 2025 to June 2027
- $19,609, from June 2025 to June 2027
- $18,244, from June 2025 to June 2027
- $17,383, from June 2025 to June 2027
- $18,834, from June 2025 to June 2027
- $16,281, from June 2025 to June 2027
- $17,411, from June 2025 to June 2027

The City of Lake Forest (Lake Forest) is requesting a 24-month timely use of funds extension for $47,563. The funds being considered for extension were disbursed in FY 2022-23 as three separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $17,054, from June 2025 to June 2027
- $14,743, from June 2025 to June 2027

- $15,766, from June 2025 to June 2027

Mission Viejo is requesting a 24-month timely use of funds extension for $168,953. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $30,743, from June 2025 to June 2027
- $28,604, from June 2025 to June 2027
- $27,254, from June 2025 to June 2027
- $29,528, from June 2025 to June 2027
- $25,526, from June 2025 to June 2027
- $27,297, from June 2025 to June 2027

The City of Orange is requesting a 24-month timely use of funds extension for $182,629. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $33,232, from June 2025 to June 2027
- $30,919, from June 2025 to June 2027
- $29,460, from June 2025 to June 2027
- $31,918, from June 2025 to June 2027
- $27,592, from June 2025 to June 2027
- $29,507, from June 2025 to June 2027

The City of San Clemente is requesting a 24-month timely use of funds extension for $105,221. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $19,146, from June 2025 to June 2027
- $17,814, from June 2025 to June 2027
- $16,973, from June 2025 to June 2027
- $18,390, from June 2025 to June 2027
- $15,897, from June 2025 to June 2027
- $17,000, from June 2025 to June 2027

The City of Stanton (Stanton) is requesting a 24-month timely use of funds extension for $33,693. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $3,298, from June 2025 to June 2027
- $7,558, from June 2025 to June 2027
- $8,188, from June 2025 to June 2027
- $7,079, from June 2025 to June 2027

- $7,570, from June 2025 to June 2027

The City of Villa Park is requesting a 24-month timely use of funds extension for $16,060. The funds being considered for extension were disbursed in FY 2022-23 as six separate installments and should be expended by the FY extension deadline provided in Attachment B.

- $2,922, from June 2025 to June 2027
- $2,719, from June 2025 to June 2027
- $2,591, from June 2025 to June 2027
- $2,807, from June 2025 to June 2027
- $2,426, from June 2025 to June 2027
- $2,595, from June 2025 to June 2027

Scope Changes

Local jurisdictions may request minor scope changes for CTFP projects if they can assure that project benefits as committed to in the initial application can still be delivered. During this semi-annual review cycle, the following scope change requests were submitted. OCTA staff reviewed each scope change to assure that the adjustments meet the scoring criteria of the original applications.

Anaheim is requesting a scope change for the construction phase of the FY 2023/2024 Catch Basin Screen Installation Project (23-ANAH-ECP-4050) to decrease the number of connector pipe screens (CPS) to 252 from 287, decrease the number of full trash capture (FTC) units to seven from 22, and decrease the number of automatic retractable screens to 19 from 21 where 15 catch basins originally assigned CPS will be receiving FTC instead due to construction issues with pre-existing CPS installations and inaccessible installation locations.

Costa Mesa is requesting a scope change for the construction phase of the 2022 Connector Pipe Screen Installation Project (22-CMSA-ECP-4035) to decrease the number of CPS to 161 from 300 due to difficulties in reaching installation areas and increased material costs from inflation.

Garden Grove is requesting a scope change for the construction phase of the Garden Grove Boulevard and Harbor Boulevard Intersection Capacity Enhancement Project (24-GGRV-ICE-4061) to modify the concrete bus pad, additional curb and gutter, and sidewalk improvements. These modifications are necessary to address changes to the median alignment and to maintain a 12-foot travel lane after the realignment of the median which is causing southbound vehicles in the third lane to encroach on the existing bus pad. The scope change also relocates a bus shelter, bus bench, and trash receptacle further south as a result of the southward shifting of the point of entry to the bus pullout area. No additional funding is requested.

The City of Irvine (Irvine) is requesting a scope change for the IMP phase of the Barranca Parkway Traffic Signal Synchronization Project (20-IRVN-TSP-3974) to modify

32 installation locations of various traffic management systems, including closed circuit television cameras, video detection systems, pedestrian modules, fiber optic cables, and traffic signal controllers. These changes are necessary to align with project needs and cost constraints while utilizing existing infrastructure where it is feasible.

Mission Viejo is requesting a scope change for the O&M phase of the Mission Viejo Local Transit Circulator Service (16-OCTA-CBT-3836) to expand local circulator services to the special events as follows: Arbor Day in April to operate two shuttles for five-hour shifts from an offsite location to event location and National Night Out in July or August to operate two shuttles for eight-hour shifts from City Hall to Youth Athletic Park. This modification is requested to increase service offerings. No additional funding is requested.

OCTA, as administrative lead for the County of Orange and the cities of Irvine, Laguna Hills, and Lake Forest is requesting a scope change for the Lake Forest Drive RTSSP Project (19-OCTA-TSP-3940). The scope change removes an Actelis ML 680DF Ethernet Switch from being installed on the intersection of Lake Forest Drive and Dimension Drive due to the equipment being installed as part of a separate city-led project administered by Lake Forest.

Stanton is requesting a scope change for the construction phase of the Western Storm Channel Grate Replacement Project (24-STAN-ECP-4094) to modify a custom inlet grate, which is needed to enhance the project benefits through enhanced stormwater capture, reduction of debris, and improved water quality. No additional funding is requested.

Yorba Linda is requesting a scope change for the IMP phase of the Yorba Linda Boulevard/Weir Canyon Road RTSSP Project (22-YLND-TSP-4026) to extend fiber optic communications on five intersections along Casa Loma Avenue from Yorba Linda Boulevard to the Yorba Linda City Hall Traffic Management Center, replace the originally planned installation of 72-strand single-mode fiber optic (SMFO) cable with 120-strand SMFO cable, and install fiber optic cable in existing conduit to connect the city's five project intersection. These changes are necessary to improve signal operations and communication network functionality. No additional funding is requested.

OCTA-Initiated Requests – Transfers

The CTFP guidelines allow jurisdictions to request to transfer up to 100 percent of savings of funds between subsequent phases or years within a project. Funds can only be transferred to a phase or year that has already been awarded competitive funds. Such requests must be made prior to the acceptance of a final report and submitted as part of the semi-annual review process. During this review cycle, the following transfer requests were submitted due to the need to utilize project savings.

Approval of 13 transfers of savings is requested for the 2024 Project V call for projects grants. Several continuing services awarded under the recent call for projects had unspent Measure M2 balances from prior funding cycles. In accordance with program guidelines, these remaining balances may be expended before the expiration of their respective cooperative agreement terms, allowing jurisdictions to utilize prior funds before drawing from their newly awarded 2024 Project V allocations. Additionally, local

jurisdictions experienced extended lead times for capital vehicle purchases, which further postponed the operational start dates for certain 2024 Project V services.

The CTFP Guidelines allow agencies to transfer 100 percent of funds between subsequent phases or years within a project. Funds can only be transferred to a phase or year that has already been awarded competitive funds. Such requests must be made prior to the acceptance of a final report and submitted as part of the semi-annual review. During this cycle, staff is requesting project savings from all FYs moving forward from the initial marketing, capital, and O&M phases in amounts to be determined to be distributed to the immediate subsequent year on a go forward basis for the following Project V grants:

- Anaheim Canyon Circulator (24-ANAH-CBT-4071)
- Dana Point Trolley Continuity Program (24-DPNT-CBT-4073)
- Irvine Special Event Circulator (24-IRVN-CBT-4074)
- Laguna Beach Off-Season Weekend and Seasonal Service (24-LBCH-CBT-4075)
- Laguna Canyon Road/El Toro Road Laguna Local Service (24-LBCH-CBT-4076)
- Laguna Niguel Summer Trolley (24-LNIG-CBT-4077)
- Los Alamitos On-Demand Service (24-LSAL-CBT-4078)
- Mission Viejo Circulator and Special Event (24-MVJO-CBT-4079)
- Balboa Peninsula Trolley Service Continuation (24-NBCH-CBT-4080)
- Expanded RanchRide Transit Service Program (24-ORCO-CBT-4072)
- San Clemente Trolley Program (24-SCLM-CBT-4081)
- San Clemente On-Demand Transit Programs (24-SCLM-CBT-4082)
- San Juan Capistrano Expanded Summer Weekend and Special Event Trolley Service (24-SJCP-CBT-4083)

Approval of one technical adjustment is also requested for the Dana Point Trolley Continuity Program (20-DNPT-CBT-3959) in order to align Year 1 (FY 2021-22), Year 2 (FY 2022-23), and Year 3 (FY 2023-24) funding allocations with the revised service implementation timeline. Due to operational suspensions resulting from the coronavirus pandemic, the 2020 Project V grant was initiated in FY 2023-24. Staff is requesting approval to combine the funding for FY 2021-22, FY 2022-23, and FY 2023-24 into one aggregate allocation for under FY 2023-24, consistent with the start date of the project. The proposed modification will be accommodated within the existing 2020 approved grant programming and program limits.

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Measure M2 Eligibility Review Recommendations

Regional Transportation Planning Committee Meeting of July 7, 2025

Present: Directors Federico, Go, Harper, Klopfenstein, Foley, and Tavoularis
Absent: Director Stephens

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

Approve 33 of Orange County's 35 local jurisdictions as eligible to continue receiving Measure M2 net revenues.

July 7, 2025

To: Regional Transportation Planning Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Eligibility Review Recommendations

Overview

The Measure M2 Ordinance No. 3 requires that all local jurisdictions annually satisfy specific eligibility requirements to receive Measure M2 net revenues. As part of this requirement, the pavement management plans and expenditure reports were submitted to the Orange County Transportation Authority by the local jurisdictions. Board of Directors' approval is requested to find 33 of Orange County's 35 local jurisdictions (excluding the City of Buena Park and the City of Huntington Beach) as eligible to continue receiving Measure M2 net revenues.

Recommendation

Approve 33 of Orange County's 35 local jurisdictions as eligible to continue receiving Measure M2 net revenues.

Background

Local jurisdictions must meet Measure M2 (M2) eligibility requirements required by the M2 Ordinance No. 3 (M2 Ordinance) and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) annually to remain eligible to receive M2 net revenues. There are 13 eligibility requirements that local jurisdictions must satisfy to remain eligible; however, not all 13 eligibility components require verification during each eligibility cycle. For reference, a summary of M2 eligibility requirements and their respective due dates are provided in Attachment A.

While OCTA staff reviews and affirms all M2 eligibility components, the M2 Ordinance requires the Taxpayer Oversight Committee (TOC) to review a subset of these components. These include the Congestion Management Plan, Mitigation Fee Program, Local Signal Synchronization Plan, Pavement Management Plan (PMP), and Expenditure Report.

Generally, local jurisdictions must submit the required documentation annually on or before June 30. Expenditure reports must be submitted on or before December 31, six months after the close of the fiscal year (FY). Expenditure reports incorporate all M2-related transportation expenditures and includes the maintenance of effort (MOE) spending levels. MOE is the amount of discretionary funding (e.g., general fund revenues) that local jurisdictions must spend on streets and roads purposes to ensure that they are not supplanting discretionary transportation spending with M2 revenues. This item addresses the submittals of the PMPs that were due on June 28, 2024 (normally June 30 of each year but fell on a Sunday in 2024) and the expenditure reports that were due on December 31, 2024.

Discussion

All 35 local jurisdictions submitted the required M2 eligibility verification documents by OCTA's June 28, 2024, deadline. OCTA staff conducted a thorough review to ensure completion, accuracy, and consistency with M2 Ordinance requirements. In addition, all local jurisdictions submitted their FY 2023-24 expenditure reports and required resolutions consistent with the December 31, 2024, deadline. Staff carried out a technical review of all reports from Orange County local jurisdictions. A summary of the findings for the M2 eligibility components that were due for this cycle is provided in Attachment B.

The TOC-designated Annual Eligibility Review (AER) Subcommittee convened June 3, 2025, to affirm receipt and review the PMPs[1] and FY 2023-24 M2 expenditure reports for the currently eligible local jurisdictions. At the June 10, 2025, TOC meeting, the TOC members received the AER Subcommittee's report on these materials and formally affirmed TOC receipt and review, consistent with the M2 Ordinance requirement.

As the TOC has now completed its review, staff is recommending that the Board approve 33 of Orange County's 35 local jurisdictions as eligible to continue receiving M2 net revenues.

[1] For this eligibility review cycle, PMPs were required from 21 local jurisdictions. The remaining 14 local jurisdictions' PMPs will be submitted and reviewed during the next eligibility review cycle.

Summary

In June 2025, the OCTA TOC convened and affirmed receipt and review of the required PMPs and FY 2023-24 M2 expenditure reports. Board approval is recommended to find the 33 local jurisdictions eligible to continue receiving M2 net revenues.

Attachments

A. Measure M2 Eligibility Requirements and Submittal Schedule Summary
B. Measure M2 Eligibility Review Summary Submittals from 2024

Prepared by:

Stephanie Mooney
Transportation Funding Analyst
(714) 560-5312

Approved by:

Rose Casey
Executive Director, Planning
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ATTACHMENT A

Measure M2 Eligibility Requirements and Submittal Schedule Summary

Compliance Category	Frequency (Due Date)	Required in Current Cycle
Capital Improvement Program	Annual (June 30, 2024)	✓
Circulation Element/Master Plan of Arterial Highways Consistency^	Biennial (June 30, 2025)	
Congestion Management Program^	Biennial (June 30, 2025)	
Expenditure Report*	Annual (December 31, 2024)	✓
Local Signal Synchronization Plan	Every Three Years (June 30, 2026)	
Maintenance of Effort	Annual (June 30, 2024)	✓
Mitigation Fee Program (MFP)^	Biennial [1] (June 30, 2025)	
No Supplanting of Developer Fees	Annual (June 30, 2024)	✓
Pavement Management Plan (PMP)*	Biennial [2] (June 30, 2024)	✓
Timely Submittal of Project Final Reports	Within Six Months of Project Completion	✓
Timely Use of Net Revenues	Annual (June 30, 2024)	✓
Traffic Forum Participation	Annual (June 30, 2024)	✓
Transit and Non-Motorized Transportation Land-Use Planning Strategies	Annual (June 30, 2024)	✓

*Received and reviewed by the Taxpayer Oversight Committee (TOC) on June 10, 2025, as part of current eligibility review cycle.

^Anticipated to be presented and reviewed to the TOC in late 2025.

[1] Jurisdictions must submit their updated program and revised fee schedule or process methodology when the jurisdiction updates their MFP and/or nexus study regardless of eligibility submittal schedule.

[2] 14 local jurisdictions update their PMPs on odd-numbered fiscal years, while 21 local jurisdictions update their PMPs on even-numbered fiscal years.

ATTACHMENT B

Measure M2 Eligibility Review Summary
Submittals from 2024

Local Jurisdiction	Capital Improvement Program	Expenditure Reports	Land-Use Planning Strategies	Maintenance of Effort	No Supplanting of Developer Fees	Pavement Management Plan [1]	Timely Submittal of Final Reports	Timely Use of Net Revenues	Traffic Forum
Aliso Viejo	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Anaheim	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Brea	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Buena Park [2]	Satisfactory	N/A [2]	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Costa Mesa	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
County of Orange	Satisfactory	Satisfactory	Satisfactory	N/A [3]	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Cypress	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Dana Point	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Fountain Valley	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Fullerton	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Garden Grove	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Huntington Beach [2]	Satisfactory	N/A [2]	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Irvine	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
La Habra	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
La Palma	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Laguna Beach	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Laguna Hills	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Laguna Niguel	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Laguna Woods	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Lake Forest	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Los Alamitos	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Mission Viejo	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Newport Beach	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Orange	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓

Measure M2 Eligibility Review Summary
Submittals from 2024

Local Jurisdiction	Capital Improvement Program	Expenditure Reports	Land-Use Planning Strategies	Maintenance of Effort	No Supplanting of Developer Fees	Pavement Management Plan [1]	Timely Submittal of Final Reports	Timely Use of Net Revenues	Traffic Forum
Placentia	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Rancho Santa Margarita	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
San Clemente	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
San Juan Capistrano	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Santa Ana	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Seal Beach	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Stanton	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Tustin	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	N/A	Satisfactory	Satisfactory	✓
Villa Park	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Westminster	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Yorba Linda	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	✓
Totals	35	33	35	34	35	21	35	35	35

[1] 14 local jurisdictions update their PMPs on odd-numbered fiscal years, while 21 local jurisdictions update their PMPs on even-numbered fiscal years.

[2] The City of Buena Park and the City of Huntington Beach submitted the required documentation to satisfy M2 eligibility submittal requirements this cycle; however, they are currently ineligible to receive net M2 revenues due to a previous and separate Board action. The City of Huntington Beach was found ineligible on May 12, 2025 due to using local fair share funds for non transportation costs. Therefore the expenditure report, while submitted on time, cannot be deemed as satisfactory for this cycle.

[3] Maintenance of effort is based on a three-year average of discretionary fund expenditures for transportation purposes prior to 1990, plus adjustments required by the M2 Ordinance No. 3. However, Orange County Public Works and their predecessor agencies did not and do not use discretionary funds for transportation purposes. The sources of their transportation funds have been various restricted or partially restricted funds (e.g., HUTA, federal grants, assessment districts, developer impact fees, community facilities districts, Subdivision Map Act Highway, and bridge fees etc.)

Acronyms:
Board - Board of Directors
County - County of Orange
HUTA - Highway Users Tax Account
M2 - Measure M2
N/A - Not applicable
PMP - Pavement Management Plan

COMMITTEE TRANSMITTAL

July 14, 2025

To: Members of the Board of Directors

From: Andrea West, Clerk of the Board

Subject: Federal Fiscal Year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Program Project Prioritization Recommendations

Regional Transportation Planning Committee Meeting of July 7, 2025

Present: Directors Federico, Go, Harper, Klopfenstein, Foley, and Tavoularis
Absent: Director Stephens

Committee Vote

This item was passed by the Members present.

Committee Recommendation(s)

A. Approve the federal fiscal year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program project prioritization recommendations.

B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate the above actions.

C. Authorize the Chief Executive Officer or his designee to provide concurrence on future project scope changes, extension requests, and substitutions in order to preserve funding for Orange County projects.

OCTA

July 7, 2025

To: Regional Transportation Planning Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Federal Fiscal Year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Program Project Prioritization Recommendations

Overview

On March 10, 2025, the Orange County Transportation Authority Board of Directors approved the federal fiscal year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program project prioritization guidance and directed staff to return to the Board of Directors with a recommended priority for each project application. Recommendations are presented for Board of Directors' approval.

Recommendations

A. Approve the federal fiscal year 2026-2027 and 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program project prioritization recommendations.

B. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program to facilitate the above actions.

C. Authorize the Chief Executive Officer or his designee to provide concurrence on future project scope changes, extension requests, and substitutions in order to preserve funding for Orange County projects.

Background

Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) Program funding is made available through the Infrastructure Investment and Jobs Act or Bipartisan Infrastructure Law signed into law on November 15, 2021. The Southern California Association of Governments (SCAG) selects projects within its region to be funded with STBG and CMAQ. Project selection through the STBG/CMAQ Program includes a

two-step process that involves the Orange County Transportation Authority (OCTA) prioritizing projects from Orange County, followed by SCAG scoring and ranking projects based on SCAG Regional Council approved criteria. As part of the selection process, OCTA is asked to evaluate each project submitted for consideration and assign the project as highly recommended, recommended, not recommended, or contingency list. SCAG prioritization of projects is based on a combination of project and agency eligibility, OCTA evaluation, clear demonstration of community/stakeholder engagement, and project deliverability and readiness.

On March 10, 2025, the Board of Directors (Board) approved the prioritization guidance for the FFY 2026-2027 and 2027-2028 STBG/CMAQ call for projects (call). Prioritization guidance includes scoring criteria for local agency submittals. OCTA, the Los Angeles - San Diego – San Luis Obispo Rail Corridor Agency and the Southern California Regional Rail Authority (Metrolink) project recommendations are based on OCTA priorities and project timing. Applications were due to OCTA on May 16, 2025, and staff has prioritized projects consistent with the Board-approved criteria. Ultimately, SCAG will select projects for funding. However, OCTA's prioritization makes up approximately 50 percent of each project's score and can significantly influence which projects SCAG selects for funding.

Discussion

A total of 66 project applications were submitted from 27 Orange County agencies including (one project from Metrolink and seven projects from OCTA), requesting a total of $420.661 million. The majority of the local agency projects were street rehabilitation or complete streets projects. Staff evaluated and prioritized the local agency projects, consistent with the Board-approved guidance and criteria, as highly recommended, recommended, contingency, and not recommended. Upon approval, these recommendations will be submitted to SCAG to be considered in SCAG's final selection process. SCAG assigns projects up to 50 points based on OCTA's project prioritization. SCAG will evaluate each project using its own criteria and assign up to 60 additional points.

While SCAG does not commit to any specific funding level for each County Transportation Commission, OCTA has a funding target of approximately $200 million from this call. To ensure that the highest priority projects are delivered, staff is recommending a highly recommended funding threshold of approximately $245 million. This ensures that the highest priority projects are given the best opportunity to compete in the SCAG project selection process. Also, it should be noted that project prioritization recommendations include at

minimum, one project from each applicant that is designated either highly recommended or recommended. Projects which are recommended may still compete well enough to be funded through SCAG's project selection process, but they may also be put on SCAG's recommended but not funded list which would allow them to utilize funding made available through future project cancellations and savings.

Local Agency Project Recommendations

Project prioritization (Attachment A) is based on the Board-approved prioritization criteria (Attachment B). Staff recommends that 21 local agency projects, requesting $102.822 million, be designated as highly recommended. These projects will support a combination of local street rehabilitation and complete streets improvements. Highly recommended projects are distinguished by exceptional alignment with the OCTA prioritization criteria. Additionally, three highly recommended projects are "grandfathered" projects. These three projects were previously approved by the Board for STBG and CMAQ funding through the Orange County Complete Streets Program but were not "selected" by SCAG for funding. This designation limits the projects from seeking additional funding or requesting delays beyond fiscal year 2025-26. If these projects are formally selected by SCAG through this call, those limitations would no longer apply.

Staff has identified 26 projects totaling $119.377 million as recommended. The recommended projects are generally aligned with the OCTA prioritization criteria and would also fund several local street rehabilitation and complete streets improvements. In some cases, the recommended match may be limited to the minimum required, the project justification is not tied to the OCTA program prioritization, or the project sponsor may not have demonstrated proficient delivery of federal funded projects over the past five years, particularly compared to those projects which are highly recommended.

The remaining 11 eligible projects have met the minimum OCTA prioritization criteria but are either not strong candidate projects or were placed in contingency due to the high volume of submissions from certain agencies, and to preserve geographic balance across the program. Regarding scoring, the applications for these lower scoring projects did not provide sufficient evidence of community support, project readiness, or sponsoring agency ability to deliver the project. Staff proposes they be placed on the contingency list. OCTA is not submitting any projects as not recommended.

Additionally, there are five projects located in the cities of Placentia, Santa Ana, and Tustin that, if awarded funding, may require modifications to OCTA's Master

Plan of Arterial Highways (MPAH). The MPAH includes the plan for the complete build out of Orange County arterials, where each arterial has a specific classification such as a major or primary arterial which specifies the minimum number of travel lanes. Any proposed changes to the MPAH will require the city to submit a formal letter requesting an amendment.

Upon receipt, the request will be incorporated into the next available MPAH update and submitted for review and approval by the Board. These projects are identified in Attachment A.

OCTA and Metrolink Project Recommendations

As noted in the Board-approved prioritization guidance, OCTA and Metrolink are eligible applicants and directly submitted the following eight projects:

Project Name	Project Designation	Total Funding Request
Alternate Fuel Replacement Buses (18)	Highly recommended	$ 30,000,000
Metrolink Rehabilitation (two years)	Highly recommended	$ 30,000,000
OC Connect	Highly recommended	$ 25,000,000
Interstate 5 Improvements from San Diego County Line to Avenida Pico	Highly recommended	$ 40,000,000
First Street Complete Streets and Transit Signal Priority	Highly recommended	$ 12,000,000
Metrolink Pacific Coast Highway Bridge Replacement (PA&ED and PS&E)	Highly recommended	$ 5,544,000
OC Streetcar Operations	Recommended	$ 22,000,000
State Route 74 Ortega Highway Gap Closure and Multimodal Improvements	Recommended	$ 5,000,000
	Total	**$ 169,544,000**

PA&ED – Project Approval and Environmental Document
PS&E – Plans, Specifications, and Estimates

OCTA's submittal and recommendations are based on OCTA's priorities as well as project timing. Staff sought to propose and highly recommend a multimodal program of projects keeping in mind the County target.

- Alternative fuel replacement buses are needed to help OCTA achieve compliance with the California Air Resources Board Innovative Clean

Transit Regulation and meet the zero-emission deployment and transition goals.

- Metrolink rehabilitation is needed to support OCTA's share of Metrolink rehabilitation costs, and this will build on OCTA's investment in Metrolink service and ensure the rail system remains in a state of good repair.
- OC Connect would provide almost four miles of Class 1 bicycle and pedestrian facilities as well as provide several features that would improve safety for pedestrians and bicyclists.
- The Interstate 5 Improvements from the San Diego County Line to Avenida Pico would help provide interconnectivity between Orange and San Diego Counties as well as help to reduce congestion and delay along the corridor by adding a managed lane in each direction, among other improvements.
- Lastly, the First Street Complete Streets and Transit Signal Priority Project will provide active transportation as well as transit improvements along First Street in the City of Santa Ana.

These projects all align with OCTA's 2025 Board and Chief Executive Officer (CEO) Initiatives to deliver a balanced, sustainable, and equitable transportation system as well as ensuring organizational resiliency through fiscal and environmental responsibility by seeking external funding.

For the two remaining projects which are recommended, the OC Streetcar and the State Route 74 Ortega Highway Gap Closure and Multimodal Improvements Project, it is likely that SCAG may ultimately select both projects but would not have funding remaining to support them. In that case, the projects would be eligible to receive funding made available through future project cancellations or savings. The OC Streetcar Project aligns well with SCAG's criteria and may score highly through the SCAG regional selection. It is also well positioned to participate in the next call cycle. The State Route 74 Ortega Highway Gap Closure and Multimodal Improvements Project funding need is still being determined and could be considered for funding through other state funding programs. More detailed project descriptions for OCTA's projects are included in Attachment C.

Ultimately, for projects to receive federal funding, they must be included in the Federal Transportation Improvement Program (FTIP); therefore, Board direction to add or amend awarded projects in the FTIP is requested. To ensure that any projects needing an amendment or immediate action can move forward, staff recommends that the CEO be granted the ability to amend projects as necessary to avoid any loss of funds.

The project prioritization recommendations are provided in Attachment A. If these projects are ultimately approved by SCAG, then approximately 24 miles of local streets will be rehabilitated, over eight miles of bicycle and pedestrian facilities will be created or improved, 18 replacement buses will be purchased, two years of rehabilitation will be funded for Metrolink, and other projects will be able to move forward. Attachment B includes Board-approved program prioritization guidance as reference.

Next Steps

Project prioritization submission is due August 1, 2025, to SCAG. With Board approval, OCTA staff will provide the project prioritization designations to SCAG for consideration of STBG/CMAQ funds. The SCAG Regional Council is expected to consider project selection in the November/December 2025 timeframe. Once the projects have been formally selected by SCAG, staff will notify the Board about award recipients and create a public website with project information.

Summary

Through the STBG/CMAQ call, OCTA staff is seeking Board approval of the project prioritization recommendations for submittal to SCAG as part of the project selection process.

Attachments

A. Federal Fiscal Year 2026-2027 and 2027-2028 STBG/CMAQ Program Project Prioritization Recommendations
B. Federal Fiscal Year 2026-2027 and Federal Fiscal Year 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program Prioritization Guidance – Orange County Transportation Authority Ranking Criteria
C. The Southern California Association of Governments Federal Fiscal Year 2026/2027-2027/2028 Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program Call for Projects Nominations – Orange County Transportation Authority Project Descriptions

Prepared by:

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Approved by:

Rose Casey
Executive Director, Planning
(714) 560-5729

Federal Fiscal Year 2026-2027 and 2027-2028 STBG/CMAQ Program Project Prioritization Recommendations

ATTACHMENT A

Project ID	Applicant	Project Name	Project Designation	Total Funding Request
ORACFP49	Anaheim	Santa Ana River Multimodal Bridge	Highly Recommended	$ 7,000,000
ORACFP18	Anaheim	Anaheim Boulevard Rehabilitation: La Palma Avenue to East Simmons Avenue	Highly Recommended	$ 6,947,000
ORACFP62	Brea	Tracks at Brea Final Phase Gap Closure*	Highly Recommended	$ 1,771,000
ORACFP73	Costa Mesa	Adams Avenue Active Transportation Improvements – Multipurpose Trails*	Highly Recommended	$ 7,000,000
ORACFP55	Fountain Valley	Rehabilitation and Resurfacing of Talbert Avenue, from East City Limit to Ward Street	Highly Recommended	$ 2,640,000
ORACFP57	Fountain Valley	Rehabilitation and Resurfacing of Newhope Street, Ward Street, Ellis Avenue, and Slater Avenue	Highly Recommended	$ 3,360,000
ORACFP11	Fullerton	Yorba Linda Boulevard – State College Boulevard to Bradford Avenue Street Rehabilitation Project	Highly Recommended	$ 6,383,000
ORACFP5	Fullerton	Euclid Street - Valencia Ave to State Route 91 Project	Highly Recommended	$ 4,984,000
ORACFP27	Huntington Beach	Goldenwest Roadway Improvements	Highly Recommended	$ 6,197,000
ORACFP28	Huntington Beach	Garfield & Goldenwest Roadway Improvements	Highly Recommended	$ 6,197,000
ORACFP64	Mission Viejo	Alicia Parkway Roadway Rehabilitation	Highly Recommended	$ 4,314,000
ORACFP70	Mission Viejo	Marguerite Parkway Roadway Rehabilitation	Highly Recommended	$ 3,063,000
ORACFP13	Orange	Santiago Canyon Road Rehabilitation Project	Highly Recommended	$ 3,388,000
ORACFP17	Placentia	Palm Drive	Highly Recommended	$ 4,200,000
ORACFP43	Placentia	Rose Drive **	Highly Recommended	$ 2,651,000
ORACFP15	Santa Ana	Euclid Street Vision Zero Improvement Project Segment 1 - First Street to McFadden Avenue **	Highly Recommended	$ 5,699,000
ORACFP39	Santa Ana	Euclid Street Vision Zero Improvement Project Segment 2 - Hazard Avenue to First Street **	Highly Recommended	$ 5,092,000
ORACFP33	Seal Beach	Seal Beach Boulevard Pavement Rehabilitation	Highly Recommended	$ 5,520,000
ORACFP8	Tustin	Red Hill Avenue Rehabilitation Project (Sycamore Avenue to Bryan Avenue) **	Highly Recommended	$ 7,000,000
ORACFP4	Tustin	Jamboree Road Rehabilitation Project (Interstate 5 to Portola Parkway)	Highly Recommended	$ 7,000,000
ORACFP12	Yorba Linda	Yorba Linda Boulevard/Savi Ranch Class I/IV Bikeway (Savi Ranch Parkway Widening and Connect Savi Ranch)*	Highly Recommended	$ 2,416,000
			Subtotal	**$ 102,822,000**
ORACFP58	Anaheim	La Palma Avenue Rehabilitation Project: Euclid Street to Harbor Boulevard	Recommended	$ 2,658,000
ORACFP25	Aliso Viejo	City of Aliso Viejo Street Rehabilitation Project	Recommended	$ 4,436,000
ORACFP63	Buena Park	Commonwealth Avenue Complete Streets and Pavement Rehabilitation Project	Recommended	$ 2,921,000
ORACFP23	Costa Mesa	Traffic Signal Resiliency Project	Recommended	$ 6,392,000
ORACFP34	Costa Mesa	Fair Drive For All Project	Recommended	$ 7,000,000
ORACFP50	Dana Point	Golden Lantern (Stonehill Drive to Pacific Coast Highway) and Camino De Estrella (Calle Hermosa to Camino Capistrano) Arterial Roadway Resurfacing Project	Recommended	$ 3,147,000
ORACFP52	Dana Point	Selva Road (Chula Vista Avenue to Stonehill Drive) Arterial Roadway Resurfacing Project	Recommended	$ 1,387,000
ORACFP53	Dana Point	Niguel Road (Camino Del Avion to Tennis Villas Drive North) and Niguel Road (Stonehill Drive to Pacific Coast Highway) Arterial Roadway Resurfacing Project	Recommended	$ 1,339,000
ORACFP51	Fountain Valley	Four (4) School Area Mid-Block Crosswalks Improvements	Recommended	$ 3,825,000
ORACFP21	Irvine	Venta Spur Trail and Jeffrey Road Pedestrian and Bicycle Bridge	Recommended	$ 4,000,000
ORACFP47	La Habra	OC Loop Gap Closure Project	Recommended	$ 6,197,000
ORACFP68	La Palma	Valley View Street (Southern California Edison Right-of-Way to Priest Drive) Rehabilitation Project	Recommended	$ 5,132,000
ORACFP71	La Palma	Valley View Street (183rd Street to Orangethorpe Avenue) Pavement Rehabilitation Project	Recommended	$ 4,497,000
ORACFP65	Laguna Beach	Laguna Canyon Road: Protect & Connect	Recommended	$ 7,000,000
ORACFP66	Laguna Hills	Arterial Pavement Rehabilitation Project- Moulton Parkway	Recommended	$ 2,500,000
ORACFP56	Laguna Niguel	Alicia Parkway Pavement Rehabilitation from Crown Valley Parkway to Highlands Avenue	Recommended	$ 5,944,000
ORACFP69	Mission Viejo	Muirlands Boulevard Roadway Rehabilitation	Recommended	$ 1,522,000
ORACFP14	Orange	Tustin Street Rehabilitation Project	Recommended	$ 6,967,000
ORACFP6	Orange	Santiago Creek Bike Trail Gap Closure Phase 2	Recommended	$ 5,100,000
ORACFP67	San Clemente	San Clemente North Beach Train Station Area Improvements and Transportation Demand Management Plan	Recommended	$ 4,250,000
ORACFP40	Santa Ana	Euclid Street Vision Zero Improvement Project Segment 3 - McFadden Avenue to Edinger Avenue **	Recommended	$ 4,671,000
ORACFP24	Stanton	Western Avenue Rehabilitation Project	Recommended	$ 2,000,000
ORACFP3	Tustin	Tustin Ranch Road Pedestrian Bridge	Recommended	$ 7,000,000
ORACFP48	Westminster	Goldenwest Street Improvements	Recommended	$ 5,492,000
ORACFP19	Yorba Linda	City of Yorba Linda Master Plan of Arterial Highways Preservation Project	Recommended	$ 7,000,000
ORACFP9	Yorba Linda	City of Yorba Linda National Highway System Preservation Project	Recommended	$ 7,000,000
			Subtotal	**$ 119,377,000**
ORACFP54	Aliso Viejo	Arterial Slurry Seal and Bike Lane Improvement Project	Contingency	$ 2,438,000
ORACFP60	Fountain Valley	Rehabilitation and Resurfacing of Edinger Avenue from Euclid Street to Newhope Street	Contingency	$ 1,500,000
ORACFP29	Huntington Beach	Huntington Beach Bluff Top Trail Stabilization Project	Contingency	$ 7,000,000
ORACFP22	Irvine	South Yale Corridor Bicycle and Pedestrian Facilities Improvements	Contingency	$ 5,000,000
ORACFP61	Laguna Niguel	Golden Lantern Bicycle Safety Improvements	Contingency	$ 883,000
ORACFP59	Laguna Niguel	Median Enhancements Project	Contingency	$ 2,231,000
ORACFP72	Mission Viejo	La Paz Road Roadway Rehabilitation	Contingency	$ 985,000
ORACFP7	San Clemente	Avenida Pico Bike Lane and Pedestrian Improvements	Contingency	$ 510,000
ORACFP32	Santa Ana	Fairview Bridge Replacement and Street Improvements from 9th Street to 16th Street	Contingency	$ 3,098,000
ORACFP30	Seal Beach	Citywide Safety Action Plan Implementation	Contingency	$ 4,848,000
ORACFP2	Tustin	Tustin Citywide Active Transportation Plan	Contingency	$ 425,000
			Subtotal	**$ 28,918,000**

* OCCSP Grandfathered Wave 1

** Project as proposed has been determined to potentially impact the Master Plan of Arterial Highways (MPAH). Project advancement will be contingent on the Board of Directors' approval of an amendment to the MPAH.

Local Agencies

Project Designation	Total Funding Request
Highly Recommended	$ 102,822,000
Recommended	$ 119,377,000
Contingency	$ 28,918,000
Not Recommended	$ -
Total	**$ 251,117,000**

Project ID	Agency	Project Name	Project Designation	Total Funding Request
ORACFP35	OCTA	Alternate Fuel Replacement Buses (18)	Highly Recommended	$ 30,000,000
ORACFP37	OCTA	Metrolink Rehabilitation (2 years)	Highly Recommended	$ 30,000,000
ORACFP36	OCTA	OC Connect	Highly Recommended	$ 25,000,000
ORACFP41	OCTA	Interstate 5 Improvements from San Diego County Line to Avenida Pico	Highly Recommended	$ 40,000,000
ORACFP42	OCTA	First Street Complete Streets and Transit Signal Priority	Highly Recommended	$ 12,000,000
ORACFP20	Metrolink	Pacific Coast Highway Bridge Replacement (Metrolink Orange Subdivision, Mile Post 200.2) - Project Approval & Environmental Document & Plans Specifications & Estimates	Highly Recommended	$ 5,544,000
			Subtotal	**$ 142,544,000**
ORACFP46	OCTA	OC Streetcar Operations	Recommended	$ 22,000,000
ORACFP44	OCTA	State Route 74 Ortega Highway Gap Closure & Multimodal Improvements	Recommended	$ 5,000,000
			Subtotal	**$ 27,000,000**

STBG - Surface Transportation Block Grant
CMAQ - Congestion Mitigation and Air Quality Improvement Program
OCTA - Orange County Transportation Authority
Metrolink - Southern California Regional Rail Authority
OCCSP - 2023 Orange County Complete Streets Program

OCTA and Metrolink

Project Designation	Total Funding Request
Highly Recommended	$ 142,544,000
Recommended	$ 27,000,000
Contingency	$ -
Not Recommended	$ -
Total	**$ 169,544,000**

Orange County

Project Designation	Grand Total Funding Request
Highly Recommended	$ 245,366,000
Recommended	$ 146,377,000
Contingency	$ 28,918,000
Not Recommended	$ -
Grand Total	**$ 420,661,000**

ATTACHMENT B

Federal Fiscal Year 2026-2027 and Federal Fiscal Year 2027-2028 Surface Transportation Block Grant/Congestion Mitigation and Air Quality Improvement Program Prioritization Guidance – Orange County Transportation Authority Ranking Criteria

Overview

The Southern California Association of Governments (SCAG) federal fiscal year (FFY) 2026-2027 and FFY 2027-2028 Surface Transportation Block Grant (STBG)/Congestion Mitigation and Air Quality Improvement (CMAQ) Program prioritization guidance, establishes the framework for project selection, and allocation of CMAQ and STBG funds within the SCAG region. The Orange County Transportation Authority (OCTA), as the County Transportation Commission, is required to develop a project prioritization framework outlining how project nominations submitted within the County will be prioritized as highly recommended, recommended, contingency list, or not recommended for funding as part of the final SCAG selection.

Funding and General Application Information

Funding is made available through the Infrastructure Investment and Jobs Act which is set to expire in September 2026. Therefore, STBG/CMAQ Program funding is subject to subsequent congressional reauthorization or continuing resolution as this Program will provide funding in FFY 2026-2027 and FFY 2027-2028. OCTA estimates Orange County projects could receive approximately $200 million based on SCAG's targets. This estimated target does not represent a guaranteed funding level, a nomination floor, or a nomination ceiling.

Applicants must comply with the SCAG STBG/CMAQ Program and should refer to the SCAG guidelines for information on submitting an application and overall eligible applicant, eligible projects, eligible costs, minimum matching requirements, funding availability targets and other information. The SCAG guidelines are available here: https://scag.ca.gov/surface-transportation-block-grant-program-congestion-mitigation-and-air-quality-improvement-program.

For applicants or for projects that are in Orange County, the following specific OCTA prioritizations apply:

- Applications from local jurisdictions (cities and the County of Orange), the Southern California Regional Rail Authority, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency and OCTA will be prioritized. Other organizations are encouraged to apply through Orange County cities or the County of Orange.
- Agencies will be required to prioritize their projects, and OCTA will prioritize the first three priority applications for scoring purposes.
- Capital project applications from applicants other than OCTA, LOSSAN, and Metrolink that request funding between $500,000 minimum and $7,000,000

maximum will be prioritized by OCTA for scoring purposes. Planning grant applications are not subject to this prioritization limitation.

- Projects that are included in OCTA's Directions 2025 – Long-Range Transportation Plan which can be found through this link: Directions 2045 Long-Range Transportation Plan will be prioritized by OCTA.

Schedule

Milestone	Date
STBG/CMAQ Program Adoption by SCAG	March 6, 2025
Project Nomination Opens	March 31, 2025
Application Submission Deadline to SCAG	May 16, 2025
OCTA Project Prioritization Scoring and Eligibility Reviews	May 16 – June 20, 2025
OCTA Staff Recommendations Published	July 3, 2025
OCTA Board of Directors' (Board) STBG/CMAQ Program Project Prioritization	July 14, 2025
Project Prioritization Due to SCAG	August 1, 2025
SCAG Project Review and Scoring	August – October, 2025
SCAG Regional Council Awards	November or December 2025

SCAG Required County Transportation Commission Project Prioritization Framework

OCTA is responsible for developing a project prioritization framework which will guide OCTA's evaluation of all applications within Orange County. These evaluations will result in a prioritization ranking. According to the SCAG guidelines for the STBG/CMAQ Program, OCTA must base its prioritization ranking on the following criteria:

1. Eligibility
   County transportation commissions will screen potential implementing agencies and projects for eligibility with federal and regional requirements. Projects must be eligible for STBG and/or CMAQ funds, as detailed in 23 United States Code Section 133, 149, et al. Given the limited time that is available to review projects, OCTA will progressively review project and project component throughout the STBG/CMAQ Program period and up until the project is to be included in the Federal Transportation Improvement Program by SCAG.

2. County Priorities
   County transportation commissions are expected to develop a prioritization framework that considers applicable county-level plans, policies, and objectives.

3. Community/Stakeholder Engagement
   County transportation commissions should prioritize project nomination applications with demonstrated community support.

4. Deliverability and Readiness

County transportation commissions should evaluate potential implementing agencies and projects for deliverability issues. Commissions should consider if potential implementing agencies have sufficient capacity and technical expertise to meet deadlines. Commissions should encourage projects with demonstrated readiness within the programming period.

OCTA will review submittals first for eligibility and compliance with basic application requirements. Then the remaining projects will be ranked as highly recommended, recommended, contingency list or not recommended through a scoring process. The scoring criteria are derived from the goals outlined in OCTA's 2025 Board and Chief Executive Officer (CEO) Initiatives and Action Plan, the Board-approved Capital Programming Policies for STBG and CMAQ, letters of interest, focus group meetings with Orange County Technical Advisory Committee (TAC) representatives, OCTA's Directions 2045 Long-Range Transportation Plan, and STBG/CMAQ Program draft guidelines.

From 2025 Board and CEO Initiatives

- Support thriving communities by advancing environmental stewardship and sustainability
- Maintain Financial Integrity and Effectively Administer Taxpayer Dollars for Transportation
- Actively Engage with Stakeholders and Seek Input from Diverse Communities

From Capital Programming Policies

- CMAQ may be used for any of the following:
  - Fixed-guideway and/or high-occupancy vehicle or high-occupancy toll operational improvements
  - Vanpool program and rideshare services
  - Rail and bus transit capital projects
  - Traffic light synchronization projects
  - New or expanded transit operations (three years of CMAQ funding may be used for the first five years)
  - Eligible bicycle and pedestrian projects
- STBG may be used for any of the following:
  - Measure M2 (M2) Freeway Program
  - Local streets and roads
  - Bicycle, pedestrian and/or complete streets projects
  - Countywide planning activities up to five percent annually

From Letters of Interest

- In November 2024, OCTA solicited letters of interest for CMAQ and STBG funds from all 34 Orange County cities, the County of Orange, Southern California Regional Rail Authority (Metrolink), LOSSAN, and over 500 transportation stakeholders. OCTA provided basic introductory information on the upcoming SCAG STBG/CMAQ Program and requested optional feedback regarding funding needs, potential projects, and project types. OCTA received responses from

Metrolink, the County of Orange, and 21 cities for 61 potential projects. These project types varied from road rehabilitation, complete streets improvements, road widening, safety projects, planning documents, train locomotives, and others. Approximately 50 of the 61 projects proposed through the letters of interest OCTA received indicated a need for funding for complete streets projects and/or road rehabilitation. However, OCTA has provided more than $90 million dollars over the last two years for complete streets projects which are now in the process of being delivered. Also in late January, OCTA held focus groups with members of the TAC Committee which provides guidance primarily on local streets and roads concerns made up of Public Works directors and local jurisdiction engineers to discuss transportation needs in Orange County. The TAC members expressed a great need for assistance with street rehabilitation, particularly for arterials around Orange County. For this reason, OCTA is prioritizing road rehabilitation over complete streets projects.

OCTA Prioritization Part 1 – Application Preference

OCTA will review submitted documentation to determine whether the submitted project application meets OCTA's application preference. The review will consider consistency with preferred applicant, fiscal responsibility, countywide funding distribution, and OCTA's Long-Range Transportation Plan - Directions 2045. Any issues identified for any of these criteria will be communicated to the applicant's contact. Projects which receive a score of 75 or higher in the OCTA prioritization section will move to the scoring criteria section or Part 2 of the application. Prioritization Part 1 does not apply and is not required for Metrolink, LOSSAN, and OCTA projects.

OCTA Prioritization – Application Preference with Requirements	Maximum Points
• Is the applicant a local jurisdiction (cities and the County of Orange), the Metrolink, LOSSAN, or OCTA?	Up to 25 Points
• Is the funding request within the $500,000 minimum request to $7,000,000 maximum funding limitation for capital projects (excluding planning)?	Up to 25 Points
• Please list project/application ranking and number of total projects/applications submitted for consideration (e.g., one out of three projects, two out of three projects, three out of three projects).	Up to 25 Points
• Is your project included in the OCTA Board 2025 – Long Range Transportation Plan which can be found through this link: Directions 2045 Long-Range Transportation Plan, please provide page number that references project or project type.	Up to 25 Points

OCTA Prioritization Part 2 – Scoring Criteria

In Part 2 of the OCTA prioritization applications, projects which have received between 75 and 100 points in Part 1 of the application will be scored up to 100 points to determine which projects are highly recommended, recommended, contingency list, or not recommended using the following rubric. Projects that receive less than 75 points in Part 1 of the application will be ranked as not recommended by OCTA.

OCTA Prioritization – Project Type	**Possible Points**
First Priority • Road rehabilitation project – arterials only • Transit projects (fixed-guideway, alternative fuel bus, enhancements to improve the passenger experience)	50 Points
Second Priority • Complete streets projects • Active transportation projects	40 Points
Third Priority • Signal synchronization • Local streets and roads (safety, widening, operational improvements) • Planning studies	30 Points
OCTA Prioritization – Fiscal and Environmental Responsibility	**Possible Points**
• Does the project improve air quality or provide environmental benefits? Provide documentation.	Up to 5 Points
• What local match is the implementing agency providing? What percentage of the project cost is being supported with local agency and/or nonfederal match? Please provide funding sources. Points are provided for greater local match commitment.	Up to 10 Points

Community Engagement (Review Required by SCAG)	**Possible Points**
• Does the project have community support? Please provide evidence of community support.	Up to 10 Points

Deliverability and Readiness (Review Required by SCAG)	Possible Points
• Is your project included in a plan? Please provide a link to plan and page number that references project.	Up to 5 Points
• What is the status of environmental studies? Provide documentation.	Up to 5 Points
• Has a preferred alternative been selected? Provide documentation.	Up to 5 Points
• Has the implementing agency successfully delivered federal projects on time in the past? Please describe the project and when the project or project phase was completed. Also, please provide the federal funding program. Preference would be for projects delivered using funds through the Federal Highway Administration process through the California Department of Transportation.	Up to 10 Points

OCTA will rank the highest scoring projects within each project type and then will balance how much funding is available for each project type based on the overall funding target of STBG and CMAQ. Finally, the ranking will consider which projects would be eligible for which funding program. Other considerations may also be taken into account such as projects which may have already been approved by OCTA for previous STBG and/or CMAQ funding where the STBG or CMAQ funding may expire before the project can receive federal approval to proceed.

ATTACHMENT C

The Southern California Association of Governments Federal Fiscal Year 2026/2027-2027/2028 Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program Call for Projects Nominations – Orange County Transportation Authority Project Descriptions

Alternate Fuel Replacement Buses (18)

The Orange County Transportation Authority (OCTA) has committed to converting the entire OC Bus fleet of 432 fixed-route buses to zero emission by 2040. The purchase of 18 alternate fuel replacement 60-foot buses will help OCTA to be in compliance with the California Air Resources Board-adopted Innovative Clean Transit Rule which requires public transit agencies in the State of California to shift their bus fleets to zero-emission buses by 2040. The overall project will replace 18 compressed natural gas 60-foot buses as they reach the end of their useful life. The buses will be equipped with seating for 59 passengers or 57 passengers and two wheelchairs, an internal and external camera system, Wi-Fi and mobile routers, a farebox equipped for mobile ticketing, radio system, automatic vehicle locator, and a three-position bicycle rack. Consistent with OCTA's Comprehensive Business Plan, the useful life of these buses is estimated to be 18 years or 500,000 miles. OCTA is requesting $30 million in Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding which combined with the other funding in the table below will support the replacement of 18 60-foot buses.

Funding ($000s)	CMAQ	SB 125	LTF	Total
PA/ED				
PS&E				
ROW				
CON	$30,000	$13,381	$1,619	$45,000
TOTAL	**$30,000**	**$13,381**	**$1,619**	**$45,000**
Requested Fund	$30,000			$30,000

PA/ED – Project Approval/Environmental Documentation
PS&E – Plans, Specifications, and Estimates
ROW – Right-of-way
CON – Construction
CMAQ – Congestion Mitigation and Air Quality Improvement
SB 125 – SB 125 (Chapter 54, Statutes of 2023) Transit and Intercity Rail Capital Program Formula
LTF – Local Transportation Fund

Southern California Regional Rail Authority (Metrolink) Rehabilitation (Two Years)

OCTA is requesting $30 million in Surface Transportation Block Grant (STBG) funding to provide support for OCTA's share of Metrolink track, structures, and vehicle rehabilitation. This project builds on OCTA's investment in Metrolink service and ensures the rail system remains in a state of good repair. Rehabilitation projects are those that extend the useful life of existing capital assets through activities such as the replacement of worn ties and rail, worn or outdated signal system components, tunnels, bridges and culverts, rolling stock components, and midlife overhaul of rail cars and locomotives. The Metrolink Rehabilitation Project will rehabilitate or replace track, signal, communications, rolling stock, and other equipment and facilities used to keep the commuter rail system in a state of good repair. Combined with the existing Federal Transit Administration,

Section 5337 State of Good Repair Grants, these funds would help support this funding need for up to three years.

Existing Funding ($000s)	STBG	FTA 5337	M2	Total
PA/ED				
PS&E				
ROW				
CON		$38,000	$3,886	$41,886
TOTAL	**$0**	**$38,000**	**$3,886**	**$41,886**

Funding ($000s)	STBG	FTA 5337	M2	Total
PA/ED				
PS&E				
ROW				
CON	$30,000	$38,000	$3,886	$71,886
TOTAL	**$30,000**	**$38,000**	**$3,886**	**$71,886**
Requested Fund	$30,000			$30,000

FTA 5337 – Federal Transit Administration State of Good Repair Grants 5337

M2 – Measure M2

OC Connect

OC Connect is an active transportation trail along the OCTA-owned former Pacific Electric ROW and the County of Orange-owned Wintersburg Channel. The project is located between the downtown areas of the City of Garden Grove (Garden Grove) and the City of Santa Ana (Santa Ana) as well as surrounded by high-traffic streets and disadvantaged neighborhoods providing a critical connection with public access to the trail from 15 different entry points. The project traverses approximately 2.5 miles in Garden Grove and 1.5 miles in Santa Ana. The project will add 3.95 miles of a Class I non-motorized transportation facility and provide safety crossing features at approximately 13 intersections, improving safety for pedestrians and bicyclists. More specifically, the trail stretches 3.1 miles between Euclid Street in Garden Grove to Raitt Street in Santa Ana, and 0.85 miles along the Wintersburg Channel beginning at the ROW in Garden Grove and traversing south to Hazard Avenue in Santa Ana. OCTA is requesting $10 million in STBG and $15 million in CMAQ for construction.

Existing Funding ($000s)	ATP	STIP	CPF/CDS	Future Application or Use of Non-Federal Funds	Total
PA/ED	$3,000				$3,000
PS&E		$3,900	$750		$4,650
ROW					
CON				$3,239	
TOTAL	**$3,000**	**$3,900**	**$750**	**$3,239**	**$7,650**

Funding ($000s)	ATP	STIP	CPF/CDS	STBG	CMAQ	Future Application or Use of Non-Federal Funds	Total
PA/ED	$3,000						$3,000
PS&E		$3,900	$750				$4,650
ROW							
CON				$10,000	$15,000	$3,239	$28,239
TOTAL	**$3,000**	**$3,900**	**$750**	**$10,000**	**$15,000**	**$3,239**	**$35,889**
Requested Fund				$10,000	$15,000		$25,000

ATP – Active Transportation Program
STIP – State Transportation Improvement Program
CPF/CDS – Community Project Funding/Congressionally Directed Spending

Interstate 5 Improvements from San Diego County Line to Avenida Pico

Interstate 5 (I-5) San Diego Freeway is the major north-south route that is used for inter-regional, interstate, and international travel and goods movement. It connects Orange County with San Diego County to the south and to Los Angeles County to the north. The I-5 corridor is also the main route to beaches and tourist attractions in the City of San Clemente, San Onofre State Beach, and the United States Marine Corps Base Camp Pendleton. Additionally, I-5 provides critical access to Trestles State Beach, which is scheduled to host surfing events during the 2028 Summer Olympics, further highlighting the corridor's role in supporting regional mobility, tourism, and international event coordination. OCTA is requesting $40 million in STBG for plans, specifications and estimates which would result in final design for the project.

Existing Funding ($000s)	STBG	CMAQ	Total
PSR	$121	$450	$571
PA/ED	$6,407		$6,407
PS&E			
ROW			
CON			
TOTAL	**$6,528**	**$450**	**$6,978**

Funding ($000s)	STBG	CMAQ	Future Application or Programming of Non-Federal Funds	Total
PSR	$121	$450		$571
PA/ED	$6,407			$6,407
PS&E	$40,000		$6,086	$46,086
ROW				
CON				
TOTAL	**$46,528**	**$450**	**$6,086**	**$53,064**
Requested Fund	$40,000		$6,086	$46,086

First Street Complete Streets and Transit Signal Priority

The project is for active transportation and transit improvements along Santa Ana-owned ROW First Street. The project traverses approximately 4.1 miles from Bristol Street to Newport Avenue in the City of Tustin and builds upon planning work initiated under a Regional Early Action Planning (REAP) 2.0 grant. Improvements will include Class IV protected and/or buffered bicycle lanes, enhanced pedestrian access through upgraded sidewalks and American Disability Act compliant ramps, upgraded bus stops with amenities such as shelters and boarding islands, and transit signal priority infrastructure. These multimodal enhancements will improve safety, accessibility, and mobility for transit riders, pedestrians, and cyclists along a high-ridership corridor served by OCTA Route 64. The First Street corridor currently experiences high volumes of transit use, pedestrian activity, and vehicle traffic but lacks adequate infrastructure to safely and efficiently support multimodal travel. Existing conditions limit the comfort and reliability of bus service, while narrow or incomplete pedestrian and bicycle facilities create safety concerns and discourage active transportation. There is a critical need to reimagine this corridor to improve accessibility, safety, and mobility for all users, particularly for those who rely on transit and non-vehicular modes to access jobs, services, and key destinations. OCTA is requesting $6 million in STBG and $6 million in CMAQ for construction.

Existing Funding ($000s)	REAP 2.0	Total
PA/ED	$4,300	$4,300
PS&E	$259	$259
ROW		
CON	$1,294	$1,294
TOTAL	**$5,853**	**$5,853**

Funding ($000s)	STBG	CMAQ	REAP 2.0	Total
PA/ED			$4,300	$4,300
PS&E	$1,000	$1,000	$259	$2,259
ROW				
CON	$5,000	$5,000	$1,294	$11,294
TOTAL	**$6,000**	**$6,000**	**$5,853**	**$17,853**
Requested Fund	$6,000	$6,000		$12,000

OC Streetcar Operations

OC Streetcar service, the first streetcar service in Orange County, will operate along a 4.15-mile route from the Santa Ana Regional Transportation Center (SARTC) to a new transit hub at Harbor Boulevard and Westminster Avenue in Garden Grove. Service is planned to operate every ten minutes during weekday daytime hours and every 15 minutes during weekday evenings and on weekends. The OC Streetcar is a long-needed mobility solution within the community and will reconnect the community from the SARTC, which provides direct connections to regional rail, OCTA bus, and intercity and international bus services, through Santa Ana's central business district and Civic Center, and northwest on a transit dedicated OCTA-owned ROW, former path of the old Pacific Electric streetcar over the Santa Ana River to Garden Grove, where it meets OCTA's busiest bus line on

Harbor Boulevard. OCTA is requesting $22 million in CMAQ. CMAQ can be used to assist with operations for new services within the first five years of operations.

Existing Funding ($000s)	CMAQ	SB 125	LCTOP	Other*	Total
PA/ED					
PS&E					
ROW					
CON	$18,050	$44,495	$11,858	$22,023	$96,426
TOTAL	**$18,050**	**$44,495**	**$11,858**	**$22,023**	**$96,426**

Funding ($000s)	CMAQ	SB 125	LCTOP	Other*	Total
PA/ED					
PS&E					
ROW					
CON	$40,050	$44,495	$11,858	$22,023	$118,426
TOTAL	**$40,050**	**$44,495**	**$11,858**	**$22,023**	**$118,426**
Requested Fund	$22,000				$22,000

LCTOP – Low Carbon Transit Operations Program
*Other includes Fares and Shares from the City of Santa Ana and the City of Garden Grove

State Route 74 Ortega Highway Gap Closure & Multimodal Improvements

The State Route 74 (SR-74) Gap Closure and Multimodal Improvements Project spans approximately 1.1 miles along SR-74, also known as Ortega Highway, between Calle Entradero and Reata Road in the City of San Juan Capistrano. This corridor is a vital east-west connector serving regional, local, and recreational travel between Orange County's inland and coastal communities and extending to Riverside County. The improvements will enhance mobility and safety along a key route that facilitates access across county lines, supporting both daily commuters and broader interregional travel. OCTA is requesting $5 million in STBG.

Existing Funding ($000s)	STBG	STIP	M2	CPF/CDS	Other**	Total
PA/ED			$1,950		$6,163	$8,113
PS&E		$800	$5,250		$1,750	$7,800
ROW		$13,000				$13,000
CON	$30,000	$24,600		$4,000		$58,600
TOTAL	**$30,000**	**$38,400**	**$7200**	**$4,000**	**$7,913**	**$87,513**

Funding ($000s)	STBG	STIP	M2	CPF/CDS	Other**	Total
PA/ED			$1,950		$6,163	$8,113
PS&E		$800	$5,250		$1,750	$7,800
ROW		$13,000				$13,000
CON	$35,000	$24,600		$4,000		$63,600
TOTAL	**$35,000**	**$38,400**	**$7200**	**$4,000**	**$7,913**	**$92,513**
Requested Fund	$5,000					$5,000

**Other includes State Fuel Tax, State Highway Operation and Protection Program, and Developer Fees

Federal Fiscal Year 2026-27 & Federal Fiscal Year 2027-28 STBG/CMAQ Project Recommendations

Overview – SCAG STBG/CMAQ Call

- 254 applications received requesting $3.1 billion
- $1.2 billion available in FFY 2026-27 and FFY 2027-28
- Orange County funding target - $200 million
- Projects selected by SCAG
- OCTA's project recommendations = up to 50 percent of score

Applications Received	
Local Agencies	58
OCTA and Metrolink	8
Total	**66**

CMAQ – Congestion Mitigation and Air Quality Improvement
FFY – Federal Fiscal Year
Metrolink – Southern California Regional Rail Authority
OCTA – Orange County Transportation Authority
SCAG – Southern California Association of Governments
STBG – Surface Transportation Block Grant

Orange County Local Agency Submissions

Agency	Number of Projects
Aliso Viejo	2
Anaheim	3
Buena Park	1
Brea	1
Costa Mesa	3
Dana Point	3
Fountain Valley	4
Fullerton	2
Huntington Beach	3
Irvine	2
La Habra	1
La Palma	2
Laguna Beach	1
Laguna Hills	1
Laguna Niguel	3

Agency	Number of Projects
Mission Viejo	4
Orange	3
Placentia	2
San Clemente	2
Santa Ana	4
Seal Beach	2
Stanton	1
Tustin	4
Westminster	1
Yorba Linda	3
Metrolink	1
OCTA	7
Total Projects:	**66**
Total Agencies:	**27**

Basic Scoring Criteria

	OCTA	SCAG
Role	Develop a Project Prioritization Framework and Provide Project Recommendations to SCAG	Project Evaluation and Award

Criteria*	• Part 1: Application
	  • Eligibility and Other Factors
	• Part 2: OCTA Project Prioritization Framework
	  • County Priorities
	  • Community/Stakeholder Engagement
	  • Deliverability and Readiness
	*OCTA's criteria was approved by the Board of Directors
		• Regional Priorities
		• Federal Performance Management Areas
		• Community Economic Development Benefits
		• Air Quality Improvements and Cost Effectiveness (Only for CMAQ Eligible Projects)

Priorities	1. Road Rehabilitation/Transit 2. Complete Streets/Active Transportation 3. Signal Synchronization/Local Streets and Roads/Planning Studies	1. Clean Transportation/Resilience of At-Risk/Transit/ Transportation Demand Management/Transportation System Management and Goods Movement 2. Transportation-Related Natural Lands Preservation Plan/ Pavement Management/Complete Streets Plan 3. Complete Streets/Natural Lands Preservation/System Preservation
Possible Points	Up to 50	Up to 60

Scoring Takeaways

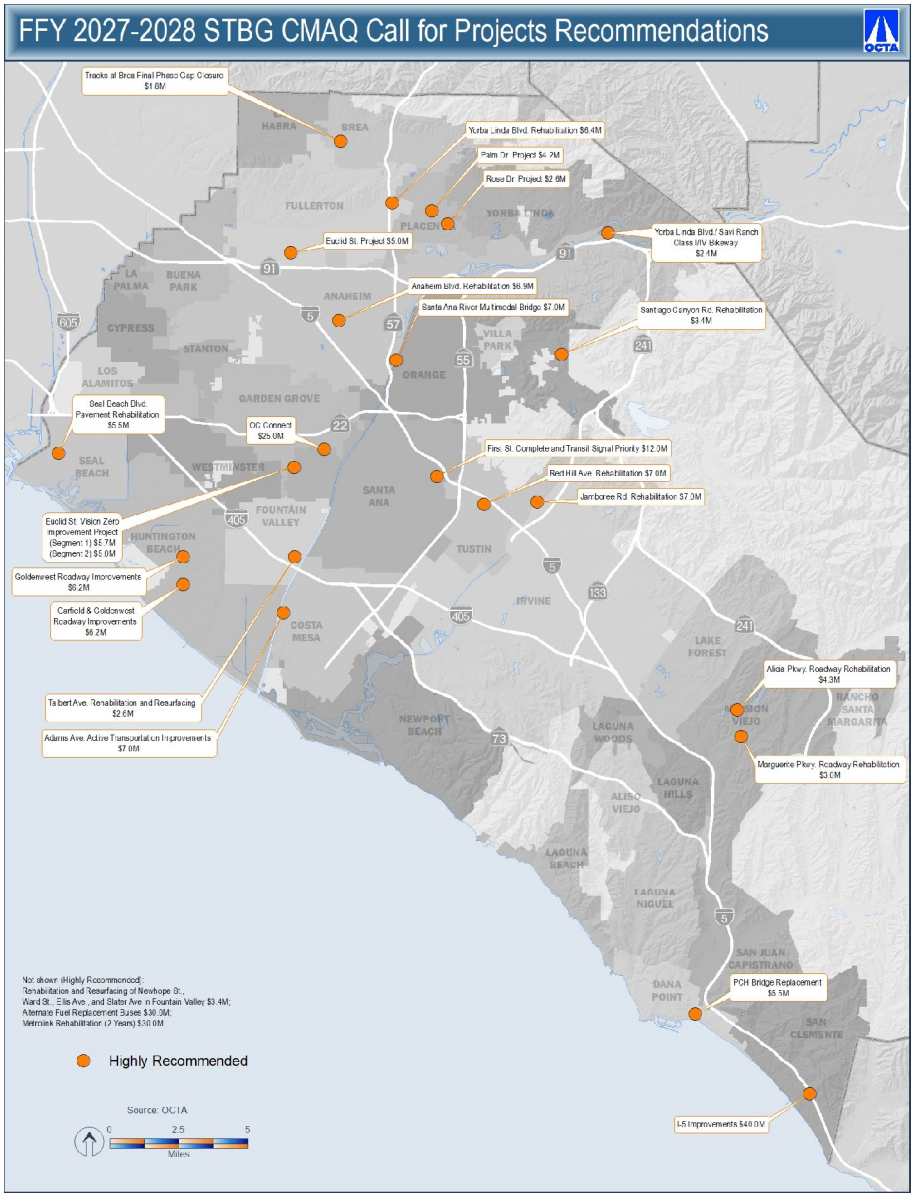
Project Type:

- Most common project types submitted by local agencies were roadway rehabilitation and complete streets
- ~38 percent of projects would improve air quality
- ~33 percent of projects have over 19 percent local match
- Vast majority of projects have evidence of community support and are part of a larger community/regional plan

Project Readiness:

- ~28 percent of projects have environmental studies (CEQA/NEPA) either complete or in progress
- ~45 percent of projects have an alternative selected
- ~49 percent of participating agencies have demonstrated past success in delivering projects with federal funds

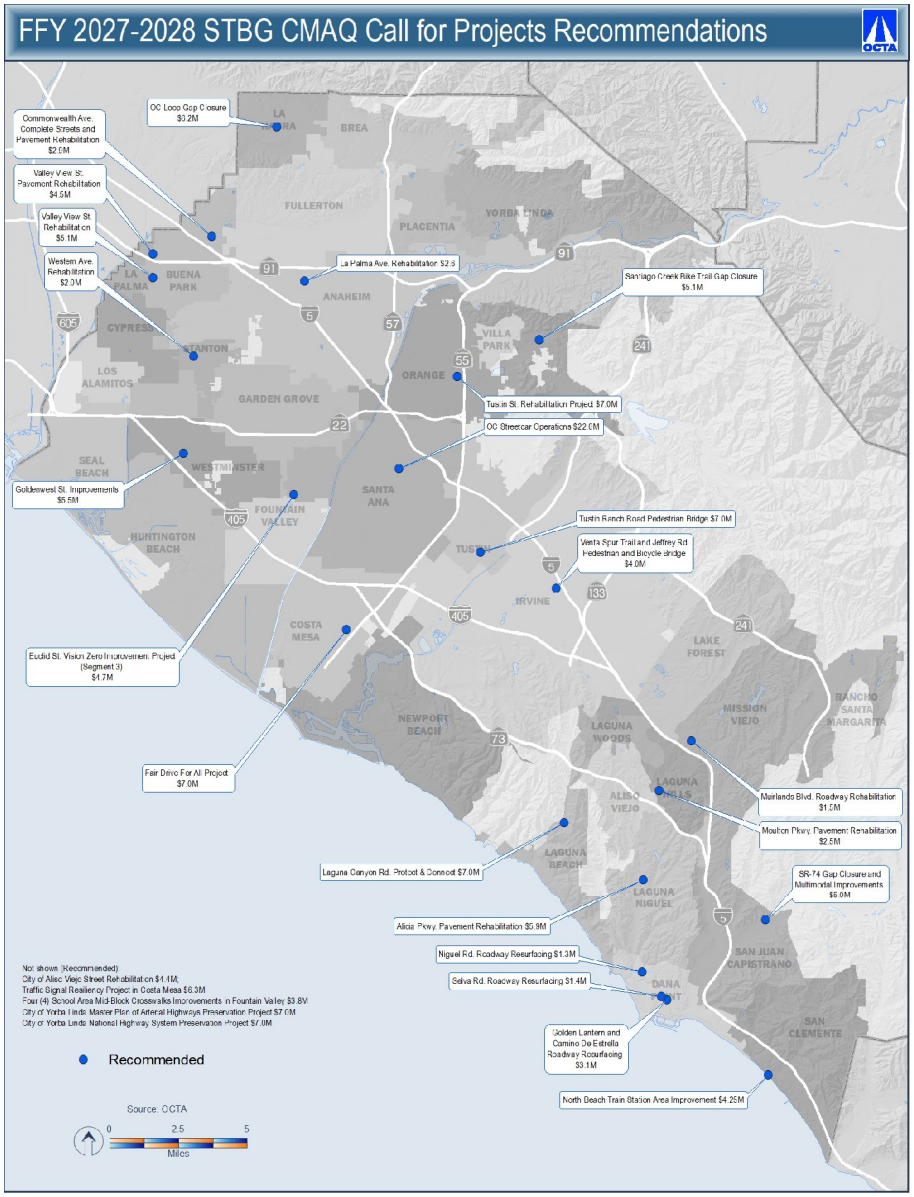
CEQA – California Environmental Quality Act
NEPA – National Environmental Policy Act



Highly Recommended

Approve 27 projects totaling $245.366 million in STBG/CMAQ funds

- 15 System Preservation/Pavement Management projects
- 5 Complete Streets/Active Transportation projects
- 5 Transit and Multimodal or Clean Transportation projects
- 2 Transportation System Management and Goods Movement projects



Recommended

Approve 28 projects totaling $146.377 million in STBG/CMAQ funds

- 15 System Preservation/Pavement Management projects
- Seven Complete Streets/Active Transportation projects
- Three Transportation System Management and Goods Movement projects
- Two Transit and Multimodal or Clean Transportation projects
- One Resilience of At-Risk Infrastructure project

OCTA and SCRRA Projects

Agency	Project Name	Project Designation	Total Funding Request
OCTA	Alternate Fuel Replacement Buses (18)	Highly Recommended	$ 30,000,000
OCTA	Metrolink Rehabilitation (Two years)	Highly Recommended	$ 30,000,000
OCTA	OC Connect	Highly Recommended	$ 25,000,000
OCTA	Interstate 5 Improvements from San Diego County Line to Avenida Pico	Highly Recommended	$ 40,000,000
OCTA	First Street Complete Streets and Transit Signal Priority	Highly Recommended	$ 12,000,000
Metrolink	Pacific Coast Highway Bridge Replacement (Metrolink Orange Subdivision, Mile Post 200.2) - Project Approval and Environmental Document and Plans, Specifications and Estimates	Highly Recommended	$ 5,544,000
		Subtotal	**$ 142,544,000**
OCTA	OC Streetcar Operations	Recommended	$ 22,000,000
OCTA	State Route 74 Ortega Highway Gap Closure & Multimodal Improvements	Recommended	$ 5,000,000
		Subtotal	**$ 27,000,000**
		Grand Total	**$ 169,544,000**





OC CONNECT



OCTA's Submittal to SCAG

Designation	Number of Agencies	Number of Projects	Total Amount
Highly Recommended	15	27	$245.366 million
Recommended	21	28	$146.377 million
Contingency List**	10	11	$28.918 million
Not Recommended	0	0	N/A
Total		**66**	**$420.661 million**

**Contingency list due to funding constraints

Next Steps

Activity	Date
OCTA Project Prioritization Packages due to SCAG	August 1, 2025
SCAG Regional Council Meeting Recommendations	November 6, 2025
SCAG Special Meeting Awards	December 3, 2025
Enter Awarded Projects into Federal Transportation Improvement Program (FTIP)	December 2025 / January 2026
Funded Projects Earliest Start***	October 2026

***SCAG may allow some projects to start earlier, if there is capacity