# Orange County Transportation Authority

## Board Agenda

## Monday, September 22, 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 Tavoularis

## Pledge of Allegiance

Director Foley

**1. Closed Session**

***Overview***

A Closed Session will be held as follows:

A. Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - Orange County Transportation Authority v. Cabinets Plus, Inc., et al., OCSC Case No. 30-2021-01197416.

B. Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - Walsh Construction Company v. Orange County Transportation Authority, OCSC Case No. 30-2022-01248455.

C. Pursuant to Government Code Section 54956.9(d)(1) - Conference with General Counsel - Existing Litigation - Enrique Santoy v. Orange County Transportation Authority - OCSC Case No. 30-2024-01371585.

## Special Calendar

## Orange County Transportation Authority Special Calendar Matters

**2. Presentation of Resolutions of Appreciation for Employees of the Month**

***Overview***

Present Orange County Transportation Authority Resolutions of Appreciation to Breonia Mack, Coach Operator, Resolution No. 2025-075; Gilberto Anaya, Maintenance, Resolution No. 2025-076; and Timothy Lee, Administration, Resolution No. 2025-077 as Employees of the Month for September 2025.

## Orange County Local Transportation Authority Special Calendar Matters

**3. 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**

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 206.00 to 206.70 on the Orange Subdivision, have 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. 2025-068 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 203.80 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.

***Attachments:***

Presentation

## Consent Calendar (Items 4 through 23)

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

**4. Approval of Minutes**

Clerk of the Board

***Recommendation(s)***

Approve the minutes of the September 8, 2025 Orange County Transportation Authority and affiliated agencies' regular meeting.

***Attachments:***

Minutes

**5. 91 Express Lanes Update for the Period Ending – June 30, 2025**

Kirk Avila

***Overview***

The Orange County Transportation Authority has owned and managed the operations of the 91 Express Lanes since January 2003. Since then, traffic volumes and toll revenues have fluctuated with changes in the economy and the added capacity to the State Route 91 corridor. Over the last quarter, over 5.6 million trips were made on the 91 Express Lanes in Orange County. This report focuses on the operational and financial activities for the period ending June 30, 2025.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal

Staff Report

Attachment A

Attachment B

**6. 405 Express Lanes Update for the Period Ending – June 30, 2025**

Kirk Avila

***Overview***

The Orange County Transportation Authority oversees the operations of the 405 Express Lanes, which commenced operations on December 1, 2023. During the month of June 2025, transactions increased 12.4 percent while trips grew by 8.1 percent on the 405 Express Lanes. This report focuses on the operational and financial activities for the period ending June 30, 2025.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal

Staff Report

Attachment A

**7. Orange County Transportation Authority Investment and Debt Programs Report – July 2025**

Robert Davis/Andrew Oftelie

***Overview***

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending July 31, 2025. The report has been reviewed and is consistent with the investment practices contained in the investment policy.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
Staff Report
Attachment A
Attachment B

**8. Fourth Quarter Fiscal Year 2024-25 Procurement Status Report**

Pia Veesapen/Andrew Oftelie

***Overview***

The fourth quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from April 1, 2025, through June 30, 2025, that was approved by the Board of Directors during this period. The fourth quarter procurement status report also projects future procurement activity for the first quarter as identified in the fiscal year 2025-26 budget.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

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Staff Report
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Attachment E
Attachment F
Attachment G

**9. Annual New York Credit Update – July 2025**

Robert Davis/Andrew Oftelie

***Overview***

Since the early 1990s, the Orange County Transportation Authority has maintained an active investor relations program. As part of this program, each year the Orange County Transportation Authority conducts a series of meetings with the rating agencies and financial institutions in New York, New York. This year, the meetings took place from Wednesday, July 30, 2025, to Thursday, July 31, 2025.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
Staff Report
Attachment A
Attachment B

**10. State Legislative Status Report**

Clara Brotcke/Kristin Jacinto

***Overview***

The Orange County Transportation Authority provides regular updates to the Legislative and Communications Committee on policy issues directly impacting its overall programs, projects, and operations. This report provides an update on actions related to the end of session for the State Legislature. This includes status updates and summaries on bills the Orange County Transportation Authority has taken positions on, and an overview of negotiations related to Cap-and-Trade reauthorization and the formation of a task force related to implementation of SB 375 (Chapter 728, Statutes of 2008) is provided. A summary of a hearing related to gas tax revenues, and another related to the Senate Transportation Subcommittee on Los Angeles-San Diego-San Luis Obispo Rail Corridor Resiliency are also included.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
Staff Report
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**11. Federal Legislative Status Report**

Alexis Carter/Kristin Jacinto

***Overview***

The Orange County Transportation Authority regularly updates the Legislative and Communications Committee on policy and regulatory issues directly impacting the agency's programs, projects, and operations. This status report includes information on the House and Senate fiscal year 2026 Transportation, Housing, and Urban Development appropriations bill, an update on the proposal to repeal the 2009 Greenhouse Gas Endangerment Finding, recent executive orders, a letter from Members of Congress related to bus purchase prices, and an update pertaining to federal actions related to the California High-Speed Rail Authority. Overviews are provided on a Senate Environment and Public Works Committee hearing and a House Transportation and Infrastructure Committee hearing.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
Staff Report
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**12. Federal Transit Administration Program of Projects for Federal Fiscal Year 2024-25**

Jason Huang/Rose Casey

***Overview***

The Orange County Transportation Authority annually prepares a program of projects to secure Federal Transit Administration formula grants for transit capital projects, capitalized cost of contracted services, and preventive maintenance. The federal fiscal year 2024-25 program (October 1, 2024 through September 30, 2025), including amendments to prior programs, is presented for Board of Directors' review and approval.

***Recommendation(s)***

A. Approve the Federal Fiscal Year 2024-25 Federal Transit Administration Section 5307 Urbanized Area Formula, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5337 State of Good Repair, and Section 5339 Bus and Bus Facilities Program of Projects, including federal and local funds, and the use of match credit for projects included in this report.

B. Approve changes to funding for preventive maintenance and capitalized cost of contracted services in prior federal fiscal years for Federal Transit Administration, Section 5307 Urbanized Area Formula Program of Projects, including federal and local funds, and the use of match credit for projects to comply with guidelines for use

of the funding.

C. Approve the five-year programming plan for Federal Transit Administration Section 5307 Urbanized Area Formula, Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Federal Transit Administration Section 5337 State of Good Repair, and Federal Transit Administration Section 5339 Bus and Bus Facilities.

D. Authorize staff to adjust individual project funding consistent with final apportionments and eligibility determinations through the Infrastructure Investment and Jobs Act, and direct staff to include updated numbers in grant and programming status reports.

E. Authorize the Chief Executive Officer to submit the Federal Transit Administration grant applications that are required for the recommendations above to the Federal Transit Administration.

F. 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:***

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Attachment H
Attachment I

## Orange County Transit District Consent Calendar Matters

**13. Approval to Release Request for Qualifications and Request for Proposals for Design-Build of a Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base**

George Olivo/James G. Beil

***Overview***

As part of the two-step, best value design-build procurement for a hydrogen fueling station and facility modifications at the Garden Grove Bus Base, the Orange County Transportation Authority has developed a request for qualifications to initiate a competitive procurement process to retain a contractor for design-build services to deliver this project. Staff is requesting Board of Directors' approval to release the request for qualifications as the first step in this procurement. Staff is also requesting Board of Directors' approval for staff to determine the short-list offerors, and to release the request for proposals to the short-listed offerors as part of the second step of this procurement.

***Recommendation(s)***

A. Approve the proposed evaluation criteria and scoring for Request for Qualifications 5-4319 for the short-listing of design-build teams for the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

B. Approve the release of Request for Qualifications 5-4319 for design-build services for a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

C. Authorize staff to determine a short-list of qualified design-build teams in accordance with the Board of Directors-approved criteria and issue to the short-listed firms the subsequent request for proposals for the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

D. Approve the evaluation criteria, weightings, and best value selection process for Request for Proposals 5-4320 for design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

E. Approve the release of Request for Proposals 5-4320 for design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base to the short-listed design-build teams determined under Recommendation C above.

***Attachments:***

Staff Report
Attachment A
Attachment B

**14. Agreement for Armored Vehicle Transportation and Fare Collection Counting Services**

Scott Tang/Andrew Oftelie

***Overview***

On May 27, 2025, the Orange County Transportation Authority released a request for proposals to procure armored vehicle transportation and fare collection counting services. Proposals were received and evaluated in accordance with procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

***Recommendation(s)***

A. Approve the selection of Sectran Security, Inc. as the firm to provide armored vehicle transportation and fare collection counting services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4123 between the Orange County Transportation Authority and Sectran Security, Inc., in the amount of $966,322, to provide armored vehicle transportation and fare collection counting services for a two-year initial term with three, two-year option terms.

***Attachments:***

Transmittal
Staff Report
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**15. Agreement for Property Management Services**

Sara Belovsky/Andrew Oftelie

***Overview***

On May 27, 2025, a request for proposals was issued for professional property management services to support the Orange County Transportation Authority's future headquarters located at 2677 North Main Street in the City of Santa Ana. Board of Directors' approval is requested to authorize the execution of an agreement for property management services.

***Recommendation(s)***

A. Approve the selection of Lincoln Property Company as the firm to provide property management services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4109 between the Orange County Transportation Authority and Lincoln Property Company, in the amount of $999,170, for an initial term of three years with a three-year option term to provide property management services.

***Attachments:***

Transmittal
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**16. Amendment to Agreement for Lot Sweeping Services**
Gretchen Burrow/Johnny Dunning, Jr.

***Overview***
On October 23, 2023, the Orange County Transportation Authority Board of Directors approved an agreement with Superior Sweeping Ltd. to provide lot sweeping services for an initial two-year term with a one-year option term. The initial term expires October 31, 2025. Staff is requesting the Board of Directors' approval to exercise the one-year option term effective November 1, 2025, through October 31, 2026.

***Recommendation(s)***
Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-3-2835 between the Orange County Transportation Authority and Superior Sweeping Ltd. to exercise the option term in the amount of $307,380, to continue providing lot sweeping services effective November 1, 2025, through October 31, 2026. This will increase the maximum cumulative obligation of the agreement to a total contract value of $681,972.

***Attachments:***

Transmittal
Staff Report
Attachment A

**17. Agreement for OC ACCESS Eligibility Assessments and Transit Support Services**
Jack Garate/Johnny Dunning, Jr.

***Overview***
On March 24, 2025, the Board of Directors approved the release of a request for proposals to select a firm to provide OC ACCESS eligibility assessments and transit support services. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for OC ACCESS eligibility assessments and transit support services

***Recommendation(s)***
A. Approve the selection of MTM Transit, Inc., as the firm to provide the management and operations of the OC ACCESS eligibility assessments and transit support services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-

3959 between the Orange County Transportation Authority and MTM Transit, Inc., in the amount of $4,428,810, to provide OC ACCESS eligibility assessments and transit support services for an initial three-year term commencing on January 1, 2026, with one two-year option term.

***Attachments:***

Transmittal
Staff Report
Attachment A
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**18. Amendment to Agreement for Compressed Natural Gas Fueling Facility Operation and Maintenance**

Gretchen Burrow/Johnny Dunning, Jr.

***Overview***

On September 13, 2021, the Orange County Transportation Authority Board of Directors approved an agreement with Trillium USA Company, LLC, for a three-year initial term with two, one-year option terms, to provide operation and maintenance of compressed natural gas fueling facilities located at the Anaheim, Garden Grove, and Santa Ana bus bases. An amendment is required to exercise the second option term for continued station operation and maintenance.

***Recommendation(s)***

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, in the amount of $640,802 to exercise the second option term of the agreement from December 1, 2025, through November 30, 2026, for continued compressed natural gas station operation and maintenance. This will increase the maximum obligation of the agreement to a total contract value of $3,127,144.

***Attachments:***

Transmittal
Staff Report
Attachment A

**19. Amendment to Agreement for Janitorial Services**

Gretchen Burrow/Johnny Dunning, Jr.

***Overview***

On September 26, 2022, the Board of Directors approved an agreement with Gamboa Services, Inc., doing business as Corporate Image Maintenance, to provide janitorial services for a three-year initial term with a two-year option term. The initial term expires October 31, 2025. Staff is requesting the Board of Directors' approval to exercise the two-year option term effective November 1, 2025, through October 31, 2027.

***Recommendation(s)***

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc., doing business as Corporate Image Maintenance, to exercise the option term in the amount of $3,286,118, to continue providing janitorial services effective November 1, 2025, through October 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $7,086,446.

***Attachments:***

Transmittal
Staff Report
Attachment A

**20. November 2025 OC Bus Service Change**

Eric Hoch/Rose Casey

***Overview***

The proposed November 2025 OC Bus service change implements changes consistent with the Making Better Connections final service plan. These changes will reduce wait times and improve overall service quality and reliability. Minor adjustments to bus schedules in response to customer comments and coach operator feedback are also included.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
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## Orange County Local Transportation Authority Consent Calendar Matters

**21. Amendment to Agreement for Design Support Services for the OC Streetcar Project**

Jeff Mills/James G. Beil

***Overview***

On September 14, 2015, the Orange County Transportation Authority Board of Directors authorized an agreement with HNTB Corporation, to provide design consultant services for plans, specifications, and estimates for the OC Streetcar Project. An amendment to the existing agreement is required for continued design support services during construction for the OC Streetcar Project.

***Recommendation(s)***

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 16 to Agreement No. C-5-3337 between the Orange County Transportation Authority and HNTB Corporation, in the amount of $3,735,309, and extend the agreement term through December 31, 2026, for continued design support services during construction for the OC Streetcar Project. This will increase the maximum cumulative obligation of the agreement to a total contract value of $37,819,150.

***Attachments:***

Transmittal
Staff Report
Attachment A

**22. Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2025**

Robert Davis/Andrew Oftelie

***Overview***

The Orange County Transportation Authority has developed a Natural Community Conservation Plan/Habitat Conservation Plan, acquired conservation properties, and funded habitat restoration projects to mitigate the impacts of Measure M2 freeway programs. The California Community Foundation manages the non-wasting endowment required to fund the long-term management of the conservation properties. Each quarter, the California Community Foundation publishes a comprehensive report detailing the composition of the pool and its performance.

***Recommendation(s)***

Receive and file as an information item.

***Attachments:***

Transmittal
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**23. Agreement for Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue**
Tresa Oliveri/Maggie McJilton

***Overview***
On June 2, 2025, the Orange County Transportation Authority released a request for proposals for public outreach consulting services during the pre-construction and construction phases of the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim. Board of Directors' approval is requested to execute an agreement for these services.

***Recommendation(s)***
A. Approve the selection of Kleinfelder Construction Services, Inc. as the firm to provide public outreach consultant services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4104 between the Orange County Transportation Authority and Kleinfelder Construction Services, Inc., in the amount of $499,911, for a three-year initial term with an option term of up to 24 months, to provide public outreach consultant services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim.

***Attachments:***

Transmittal
Staff Report
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## Regular Calendar

## Orange County Transportation Authority Regular Calendar Matters

**24. 241/91 Express Connector Project Approval**

Kirk Avila

***Overview***

In October 2019, the Orange County Transportation Authority Board of Directors approved a term sheet that provides the foundation for advancing the tolled 241/91 Express Connector Project. Since 2019, staff from the California Department of Transportation, Foothill/Eastern Transportation Corridor Agency, Orange County Transportation Authority, and Riverside County Transportation Commission have been meeting regularly to advance the project to construction. After several years of discussion, the agencies have negotiated a master agreement and operating agreement that are consistent with the term sheet. These agreements are presented for Board of Directors' approval.

***Recommendation(s)***

A. Authorize the Chief Executive Officer to finalize and execute a master agreement with the California Department of Transportation, Foothill/Eastern Transportation Corridor Agency, and Riverside County Transportation Commission for the development and operation of the 241/91 Express Connector Project.

B. Authorize the Chief Executive Officer to finalize and execute an operating agreement with the Foothill/Eastern Transportation Corridor Agency and Riverside County Transportation Commission for the operation of the 241/91 Express Connector Project.

C. Authorize the Chief Executive Officer to finalize and execute amendments to the Lease Agreement Regarding State Route 91 Median Improvements, Amended and Restated Development Franchise Agreement, and any other related 91 Express Lanes agreements necessary for the development and operation of the 241/91 Express Connector Project.

D. Approve the required AB 194 (Chapter 687, Statutes of 2015) consent letter for the 241/91 Express Connector Project.

***Attachments:***

Transmittal
Staff Report
Attachment A
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Presentation

## Discussion Items

**25. Public Comments**

**26. Chief Executive Officer's Report**

**27. Directors' Reports**

**28. Adjournment**

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

**9:30 a.m., on Monday, October 13, 2025**

OCTA Headquarters
Board Room
550 South Main Street
Orange, California

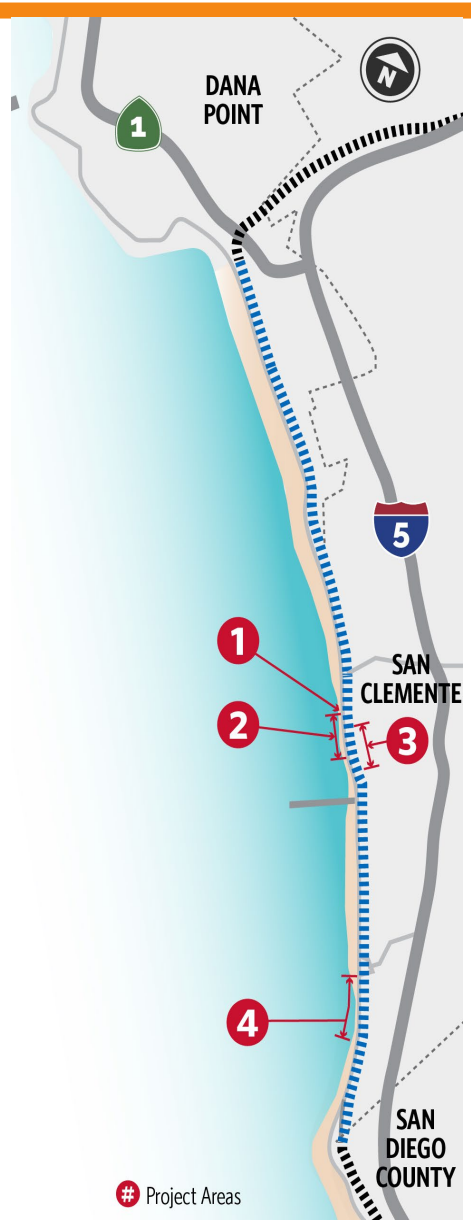
# Update on Emergency Need for Railroad Track Stabilization in the Vicinity of Mile Post 203.80 to 204.40 and 206.00 to 206.70 on the Orange Subdivision

# 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<br>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 nourishment 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 and April 28, 2025 surveys)
- Staff is addressing CCC Notice of Incomplete letter which requested additional construction data and sand nourishment schedule update



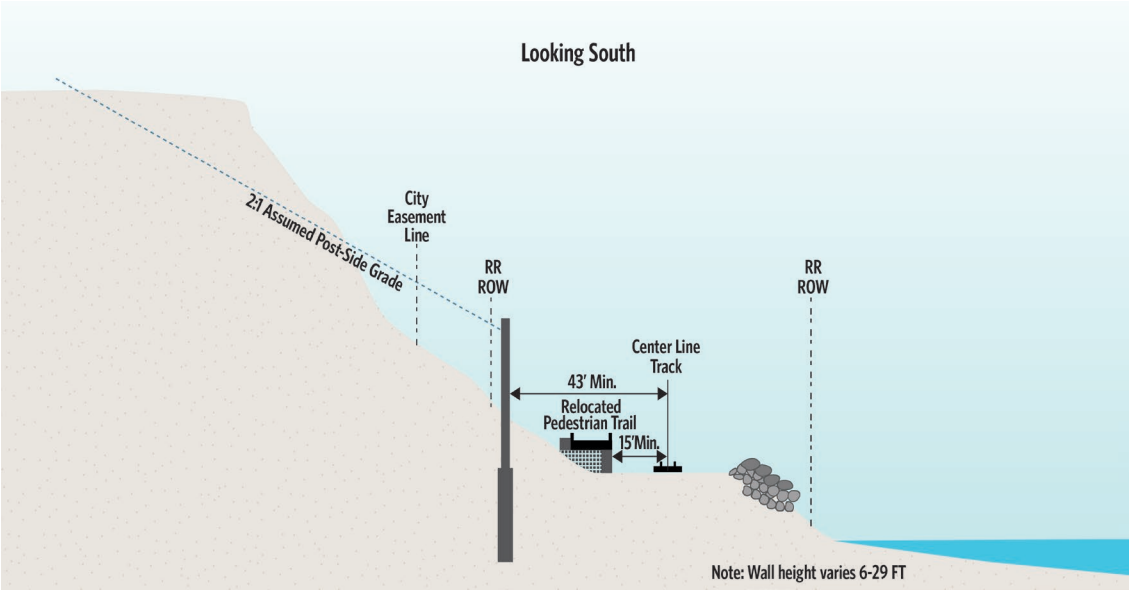
# North Beach and Area 1 Initial Sand Nourishment

- Initial sand nourishment is part of the larger effort to place 240,000 CY of sand nourishment in Areas 1 and 2, as approved by the CCC
- Orange County Transportation Authority (OCTA) utilized an inland sand source (Garnet Pit) and placed ~2,500 CY of sand in Area 1 and North Beach, outside of the United States Army Corps of Engineers' jurisdiction
- This initial sand was limited to be placed above the mean high tide line and up to a permitted natural berm elevation
- The placement was completed on September 10, 2025, and the contractor has demobilized
- Coordination with the Orange County Water District on the availability of Prado Dam basin material will continue



# Area 3 Mariposa Catchment Wall Activities

- California Transportation Commission allocated $92.231 million
- Executed contract with the design-build contractor, Condon Johnson & Associates (CJA)
  - Review of 100 percent design package complete and CJA resolving final comments
  - Structural steel column mill fabrication in September 2025
  - Potholing activities completed on September 12, 2025
  - Construction activities (pedestrian bridge pier removal, site clearing and grubbing) started on September 15, 2025
- Cooperative agreement for construction support executed with the Southern California Regional Rail Authority
- CCC has no objections to wall aesthetics and trail plan is under final review
- CCC approved CDP amendment for soil nail shoring and Verdura block wall on September 11, 2025




RR – Railroad
ROW – Right-of-Way

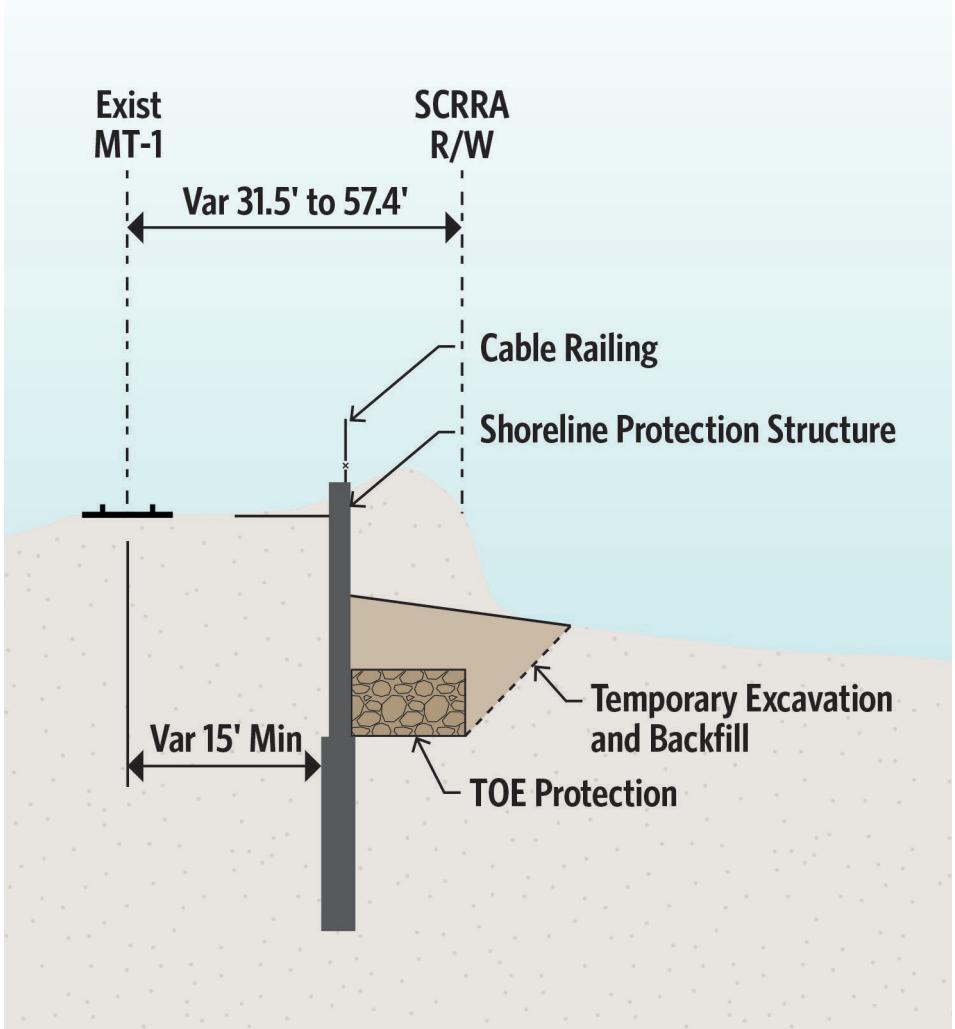
Concept as of July 2025, subject to change with design refinement

# Area 3 Catchment Wall



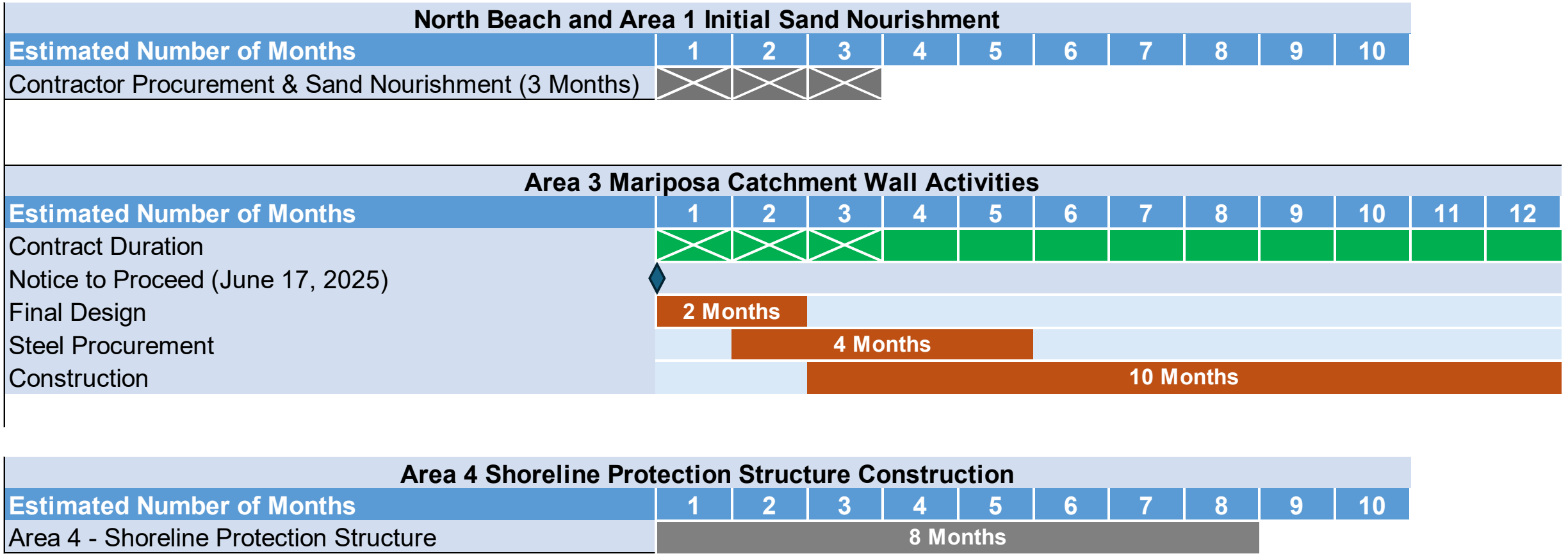
# Area 4 Shoreline Protection Structure Activities

- CCC does not recognize Area 4 as an emergency; no eCDP will be issued
- Resumed prior efforts to complete the pending CDP from 2024 and submitted responses on June 30, 2025, seeking opportunities to expedite review and approval
- Resubmitted the draft coastal erosion modeling report to address CCC comments
- CCC approved a CDP waiver for geotechnical investigation testing on August 15, 2025
- Geotechnical field investigations are planned in October 2025 for validation of conceptual design
- CCC to consider Area 4 CDP at future CCC meeting (date to be determined)




*Area 4 – Shoreline Protection Structure*

# Estimated Schedule

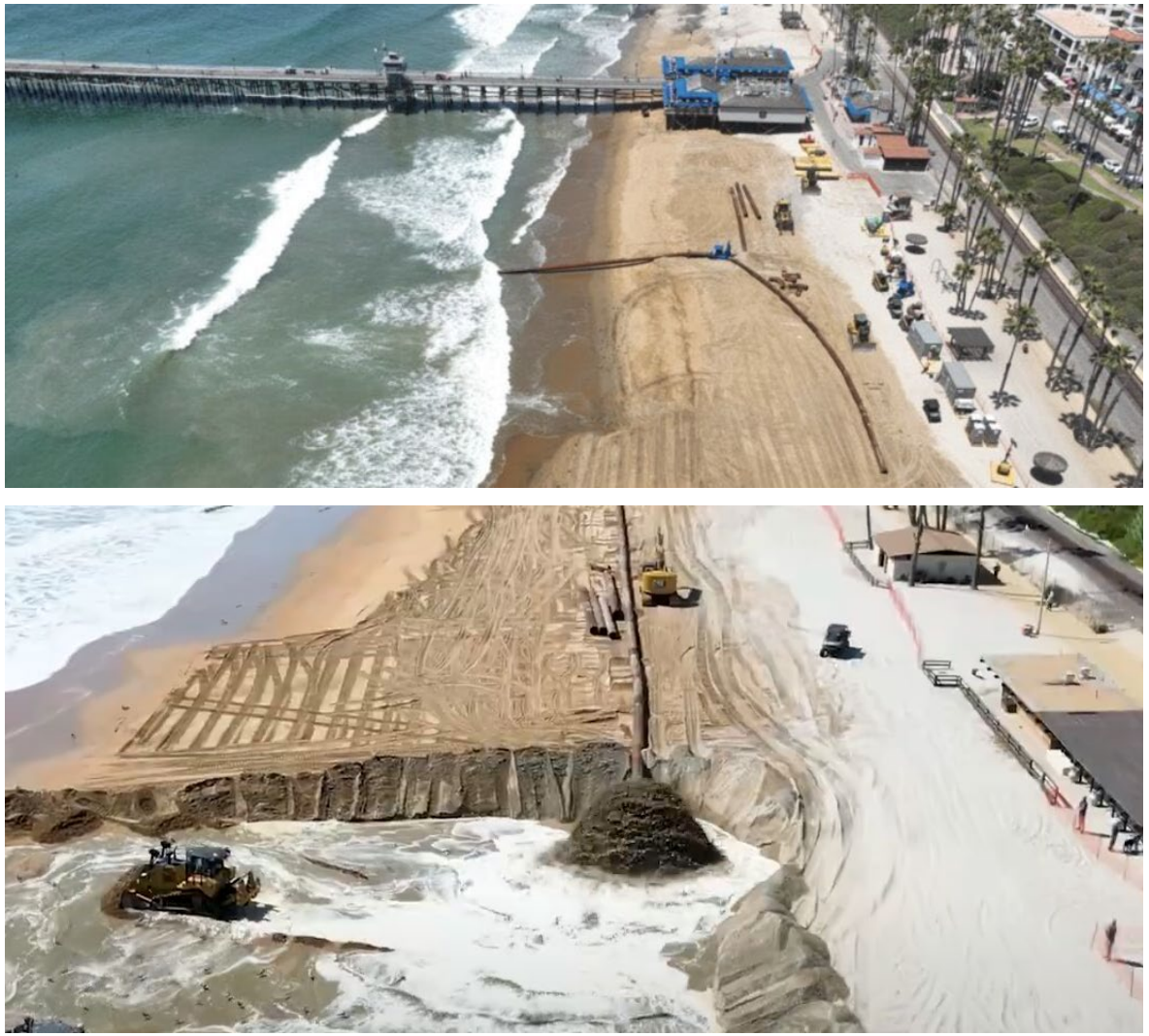



North Beach and Area 1 initial sand nourishment is complete

Areas 1, 2, and 4 overall sand nourishment schedule is TBD depending on environmental and permit approvals

# Sand Nourishment

- OCTA is securing federal environmental clearance for offshore sand source dredging and placement of sand for Areas 1, 2, and 4
- OCTA is utilizing previous studies by the City of San Clemente to streamline the process
- Collaborative city offshore sand exploration is underway
- Marine environmental studies for beach nourishment are underway
- Preliminary schedule (subject to change):
  - Environmental and final design approvals: Anticipated Q4 of 2026
  - Procure sand nourishment contractor: Anticipated Q4 of 2026
  - Bids due date: Anticipated Q4 of 2026
  - Contract award and notice to proceed: Anticipated Q1 of 2027
  - Project completion: Anticipated in 2027



***Pictures from San Clemente Sand Replenishment Project***

Q - Quarter

# Recommendation

**Reaffirm Resolution No. 2025-068 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 203.80 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 September 8, 2025, regular meeting of the Orange County Transportation Authority (OCTA) Board of Directors and its affiliated agencies was called to order by Chair Chaffee at 9:31 a.m. at the OCTA Headquarters, located at 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
Vicente Sarmiento
John Stephens
Kathy Tavoularis
Mark Tettemer
Donald P. Wagner
Lan Zhou, Ex-Officio

**Directors Absent:**
Carlos A. Leon
Janet Nguyen
Tam T. Nguyen

**Staff Present:**
Darrell E. Johnson, Chief Executive Officer
Jennifer L. Bergener, Deputy Chief Executive Officer
Gina Ramirez, Assistant 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) - Conference with General Counsel - Potential Litigation - One Item.

James Donich, General Counsel, noted there was no out report on this item.

All Members were present except for Directors Leon, J. Nguyen, and T. Nguyen.

## Special Calendar

**2. 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**

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

A public comment was heard from Amanda Quintanila.

A motion was made by Director Foley, seconded by Director Tettemer, and declared passed by those present to reaffirm Resolution No. 2025-068 to authorize the Chief Executive Officer to take any and all necessary actions in regard to agreements with partner public agencies 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.

## Consent Calendar (Items 3 through 18)

**3. Approval of Minutes**

A motion was made by Director Hennessey, seconded by Director Stephens, and declared passed by those present to approve the minutes of the August 25, 2025 Orange County Transportation Authority and affiliated agencies' regular meeting.

**4. 91 Express Lanes Zero-Emissions Vehicle Discount**

A motion was made by Director Hennessey, seconded by Director Stephens, and declared passed by those present to approve the updated Toll Policy for the 91 Express Lanes, eliminating discounts for zero-emission vehicles, and direct staff to present this item to the next State Route 91 Advisory Committee on October 30, 2025.

Director Foley voted in opposition to this item.

**5. Proposed Response to 2024-2025 Orange County Grand Jury Report OCTA: It Takes a Lot to Keep Us Moving"**

A motion was made by Director Hennessey, seconded by Director Stephens, and declared passed by those present to authorize the Chief Executive Officer to submit the proposed response to the Orange County Grand Jury report's findings and recommendations as required by California Penal Code Section 933(c).

Director Sarmiento voted in opposition to this item.

**6. Award of Agreement for Claims Administration of the Self-Insured Workers' Compensation Program**

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

A. Approve the selection of Pacific Secured Equities, doing business as Intercare Holdings Insurance Services, Inc., to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5- 3964 between the Orange County Transportation Authority and Pacific Secured Equities, doing business as Intercare Holdings Insurance Services, Inc., in the amount of $2,794,000, to provide claims administration for the Orange County Transportation Authority's Self-Insured Workers' Compensation Program, for a five-year term.

**7. Active Transportation Program Biannual Update**

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

**8. Draft 2025 Orange County Congestion Management Program Report Release for Public Review**

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

A. Direct staff to release the draft 2025 Orange County Congestion Management Program Report for public review.

B. Set November 10, 2025, as a public hearing date for adoption of the final 2025 Orange County Congestion Management Program Report.

**9. 2026 Long-Range Transportation Plan Development**

A public comment was heard from Peter Warner.

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

**10. Acceptance of Grant Awards from the Southern California Association of Governments and the California Department of Transportation**

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

A. Authorize the Chief Executive Officer to accept the award of $400,000 in Southern California Association of Governments Sustainable Communities Program funding for Move Orange County: A Vibrant Path to Active Transportation.

B. Adopt Orange County Transportation Authority Resolution No. 2025-070 authorizing the acceptance of the $600,000 California Department of Transportation Sustainable Transportation Planning Grant confirming the match which is provided through the grant noted in Recommendation A, and authorizing the Chief Executive Officer to negotiate and execute grant agreements and any other required documents or applications.

C. Authorize the Chief Executive Officer to negotiate and execute grant-related agreements and documents with the Southern California Association of Governments and the California Department of Transportation.

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

**11. 2026 State Transportation Improvement Program Overview**

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

**12. Amendment to Agreement for Construction Management Support Services for the State Route 55 Improvement Project Between Interstate 405 and Interstate 5**

A motion was made by Director Hennessey, seconded by Director Stephens, and declared passed by those present to authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Agreement No. C-0-2582 between the Orange County Transportation Authority and AECOM Technical Services, Inc., in the amount of $6,272,656, and extend the agreement term for an additional nine months through June 30, 2027, for additional construction management support services for the State Route 55 Improvement Project between Interstate 405 and Interstate 5. This will increase the maximum cumulative obligation of the agreement to a total contract value of $24,797,276.

**13. Amendment to Cooperative Agreements with the Cities of Costa Mesa, Fountain Valley, Huntington Beach, and Westminster for the Interstate 405 Improvement Project**

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

A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 7 to Cooperative Agreement No. C-5-3612 between the Orange County Transportation Authority and the City of Costa Mesa, in the amount of $1,989,000, to provide final reimbursement for pavement mitigation and other costs on city streets used for signed, long-term detour routes during construction. This will increase the maximum obligation of the cooperative agreement to a total value of $3,295,380.

B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 12 to Cooperative Agreement No. C-5-3613 between the Orange County Transportation Authority and the City of Fountain Valley, in the amount of $2,039,000, to provide final reimbursement for pavement mitigation and other costs on city streets used for signed, long-term detour routes during construction. This will increase the maximum obligation of the cooperative agreement to a total value of $7,478,658.

C. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 4 to Cooperative Agreement No. C-3-2654 between the Orange County Transportation Authority and the City of Huntington Beach, in the amount of $1,331,000, to provide final reimbursement for pavement mitigation and other costs on city streets used for signed, long-term detour routes during construction. This will increase the maximum obligation of the cooperative agreement to a total value of $1,531,000.

D. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 9 to Cooperative Agreement No. C-5-3615 between the Orange County Transportation Authority and the City of Westminster, in the amount of $2,850,000, to provide final reimbursement for pavement mitigation and other costs on city streets used for signed, long-term detour routes during construction. This will increase the maximum obligation of the cooperative agreement to a total value of $7,348,331.

**14. Consultant Selection for Construction Management Support Services for the Interstate 5 Improvement Project Between Interstate 405 and Yale Avenue**

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

A. Approve the selection of Jacobs Project Management Co. as the firm to provide construction management support services for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5- 3961 between the Orange County Transportation Authority and Jacobs Project Management Co. to provide construction management support services for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue.

**15. Cooperative Agreement with the California Department of Transportation for the Preparation of the Project Report and Environmental Document for the State Route 57 Northbound Project from Lambert Road to the Orange County/Los Angeles County Line**

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

A. Authorize the use of $3,250,000 in Measure M2 funds for the State Route 57 Northbound Project from Lambert Road to the Orange County/Los Angeles County Line.

B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-5-4294 between the Orange County Transportation Authority and the California Department of Transportation, for preparation of the project report and environmental document for the State Route 57 Northbound Project from Lambert Road to the Orange County/Los Angeles County Line.

**16. Release 2026 Annual Call for Projects for Measure M2 Comprehensive Transportation Funding Programs**

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

A. Approve proposed revisions to the Comprehensive Transportation Funding Programs guidelines.

B. Authorize staff to issue the 2026 call for projects for the Regional Capacity Program.

C. Authorize staff to issue the 2026 call for projects for the Regional Traffic Signal Synchronization Program.

**17. Measure M2 Quarterly Progress Report for the Period of April 2025 through June 2025**

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

**18. Regional Traffic Signal Synchronization Program Update**

A public comment was heard from Peter Warner.

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

## Regular Calendar

**19. Proposed Amendment to the Orange County Local Transportation Authority Measure M2 Ordinance No. 3**

Darrell E. Johhnson, Chief Executive Officer (CEO), announced that this item would be continued to a future board meeting.

No action was taken on this item.

## Discussion Items

**20. Public Comments**

A public comment was heard from Peter Warner.

**21. Chief Executive Officer's Report**

Mr. Johnson, CEO, reported on the following:

- Loss of Service (response to public comment received)
- Coastal Rail Media Event
- Mobility 21 Summit

## 22. Directors' Reports

Director Foley thanked the OCTA marketing team, who organized the press conference on Friday.

## 23. Adjournment

The meeting was adjourned at 10:03 a.m.

The next regularly scheduled meeting of this Board will be held:
**9:30 a.m., on Monday, September 22, 2025**
OCTA Headquarters
Board Room
550 South Main Street
Orange, California

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** 91 Express Lanes Update for the Period Ending – June 30, 2025

Finance and Administration Committee Meeting of September 10, 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.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** 91 Express Lanes Update for the Period Ending – June 30, 2025

## *Overview*

The Orange County Transportation Authority has owned and managed the operations of the 91 Express Lanes since January 2003. Since then, traffic volumes and toll revenues have fluctuated with changes in the economy and the added capacity to the State Route 91 corridor. Over the last quarter, over 5.6 million trips were made on the 91 Express Lanes in Orange County. This report focuses on the operational and financial activities for the period ending June 30, 2025.

## *Recommendation*

Receive and file as an information item.

## *Background*

The Orange County segment of the 91 Express Lanes (91 EL) is a four-lane, ten-mile tolled facility built in the median of State Route 91 (SR-91) between the State Route 55 (SR-55)/SR-91 interchange and the Orange/Riverside County Line. The 91 EL was built by the California Private Transportation Company (CPTC) for a cost of approximately $135 million and opened to travelers in 1995. An agreement with the California Department of Transportation included a non-compete provision that created a 1.5-mile protection zone along each side of SR-91. This zone prohibited improvements along the corridor and created mobility problems as the region and corresponding transportation demands grew.

To mitigate growing concerns over congestion, the Orange County Transportation Authority (OCTA) acquired the 91 EL franchise rights from the CPTC in January 2003. This eliminated the non-compete provision, clearing the

way for future enhancements to increase capacity and improve traffic flow along the SR-91 corridor.

With the non-compete provisions removed, the Riverside County Transportation Commission (RCTC) received authority to extend the 91 EL to Interstate 15 (I-15) in 2008. At a cost of $1.4 billion, the RCTC 91 Corridor Improvement Project added general purpose lanes, tolled express lanes, auxiliary lanes, and direct express lane connectors from the 91 EL to I-15. The Riverside County segment of the 91 EL opened in 2017, providing customers with eight additional miles of travel on SR-91. To provide 91 EL customers with a seamless experience, OCTA and RCTC entered into a three-party operating agreement with one firm to service both facility segments.

Historically, the 91 EL has used congestion management pricing to adjust tolls quarterly based on the number of vehicles traveling through the express lanes. Since 2003, OCTA, and RCTC in 2017, have used this tolling method to provide customers with a safe, reliable, and predictable trip on the 91 EL. In November 2023, the RCTC 91 EL segment transitioned to dynamic pricing, which adjusts toll rates based on real-time traffic volumes to maintain free-flowing trips in accordance with RCTC's 91 EL Toll Policy and Toll Schedule. The OCTA 91 EL segment still utilizes congestion management pricing, adjusting tolls quarterly.

Motorists pay tolls using a transponder that automatically deducts the toll amount from a prepaid account. The transponder can be used on any California tolled facility through existing interoperability agreements.

OCTA and RCTC's tolling agreements allow both agencies to operate the 91 EL well into the future (2065 for OCTA and 2067 for RCTC). This provides customers with transportation options for 18 miles of travel in one of California's busiest corridors.

## ***Discussion***

The sections below discuss various operational data and information for the 91 EL in greater detail.

Traffic Volumes

The total traffic volume on the OCTA 91 EL for the month of June 2025 was 1,819,576. This represents a daily average of 60,653 vehicles. This is a 0.7 percent decrease in total traffic volume from the same period last year when traffic levels totaled 1,832,858. The decrease in traffic volumes, as compared to

the prior year, is attributable to 12 overnight closures in June for the SR-91 Improvement Project (Project I) and a pavement rehabilitation project on the westbound general purpose lanes. In looking at the 12 months ending June 2025, traffic volumes totaled 22 million, which was 3.9 percent higher than the same period the prior year. The carpool percentage for the period ending June 2025 was 26.4 percent.

Gross Potential Toll Revenues (GPTR)

GPTR for the month of June 2025 was $5,698,593, which represents an increase of 3.6 percent from the prior year's total of $5,501,657 for the month of June 2024. GPTR is equal to the toll rate times the number of vehicles traveling on the 91 EL (the amount does not consider violations or discounts). For the previous 12 months, GPTR totaled over $70 million, representing an increase of 5.1 percent from the same period the prior year.

Toll Adjustments

The Board of Directors (Board)-adopted Toll Policy requires staff to review traffic volumes on the Orange County segment of the 91 EL for potential toll adjustments on a quarterly basis. Based on the traffic volumes during the review period, no hours in the eastbound or westbound directions reached the trigger point for a toll adjustment. As of June 2025, toll rates ranged from a minimum of $1.90 to a maximum of $9.10. Any potential toll adjustments for the quarter ending June 30, 2025, will be reported in the following report.

Number of Accounts and Transponders

The number of active accounts totaled 186,084, and 739,969 transponders were assigned to those accounts as of June 30, 2025. Over the past 12 months, the number of accounts increased by 7,204, while the number of transponders in circulation increased by 22,372. Over the past several years, there has been continued growth in the number of accounts and transponders, primarily driven by the extension of the 91 EL into Riverside County and the opening of the 15 Express Lanes with direct connectors from the 91 EL.

Outstanding Debt

As of June 30, 2025, the outstanding amount of the 91 EL tax-exempt 2023 Senior Lien Toll Road Revenue Refunding Bonds (Bonds) totaled $41.7 million. The Bonds are rated "AA-" by Standard and Poor's, "AA3" by Moody's, and "AA-" by Fitch Ratings. The next scheduled debt service payment was on August 15, 2025.

Reserve Funds

The 2023 Bonds require three reserve funds: a major maintenance fund, an operating fund, and a debt service reserve fund. All three funds were fully funded with a total balance of approximately $13.4 million as of June 30, 2025.

In addition to the required debt reserve funds, the OCTA Board elected to establish two additional reserve funds. An internal capital projects fund has a balance of $29.7 million and is used for large capital projects for the 91 EL, such as pavement rehabilitation and back-office system (BOS) upgrades. The other reserve fund was established in 2017 for two future Measure M2 projects (Projects I and J) on the SR-91 corridor. Project I improves interchanges, on- and off-ramps, and bridges along SR-91 between east of SR-55 (Acacia Street) and west of State Route 57 (Lakeview Avenue), estimated to cost approximately $790 million. Project I is being developed as three separate design and construction projects. The easternmost segment started construction in April 2025, the westernmost segment is in the bid phase and is anticipated to start construction in late 2025, and the middle segment is in final design. All three segments of Project I are anticipated to be completed by mid-2030. Project J includes operational improvements on SR-91 between State Route 241 and the Orange/Riverside County Line and is currently scheduled for completion in 2035. The balance in that reserve fund is $248.3 million and is used as project expenses are incurred. Lastly, OCTA has approximately $42.6 million set aside in excess toll revenues for other SR-91 corridor projects.

Operations Update

In March 2022, Cofiroute USA, LLC (CUSA) deployed a new BOS for the 91 EL for both Orange and Riverside counties. Since deployment, CUSA, OCTA, and RCTC staff have continuously monitored the BOS performance and the customer service center (CSC) performance. As part of ongoing monitoring, Key Performance Indicator (KPI) damages are assessed in accordance with the contract requirements. OCTA and RCTC staff have finalized the KPI damages for the months of July 2024 through December 2024. These KPI damages are a result of OCTA and RCTC identified performance issues with the BOS and CSC, totaling $445,695. Of this amount, $237,937 is attributed to BOS performance, of which $56,512 was waived and $181,425 was accessed in the corresponding monthly invoices. The remaining $207,758 of KPI damages was attributed to the CSC performance failures, of which the full amount was assessed in the corresponding monthly invoices.

During the past several months, the BOS continued to experience sporadic connectivity issues that led to minor service interruptions impacting customers calling into the call center. The BOS also experienced an issue that did not allow customers to save their credit card on their account without making a payment, which was resolved in June 2025. CUSA is working to resolve the call connectivity issues and perform improvements to prevent future minor service interruptions. For the CSC, penalties arose primarily from CUSA failing to meet the daily standard for average speed of answer and abandon rate. These liquidated damages have been reviewed with CUSA and will be deducted from the corresponding monthly invoice or waived based on staff evaluation of its impact. Staff will continue to monitor BOS and CSC performance and report ongoing KPI liquidated damages that are assessed.

Summarized in Attachment A are some of the KPIs of the CSC over the past 12 months. The KPIs for service level for the speed of answer (KPI 5) and abandon rate (KPI 6) were not achieved due to an increase in calls because of phishing scam texts and the timing of customer notifications, along with a high absentee rate on Mondays. To address the phishing scam, CUSA has implemented several mitigation measures. These include adding Interactive Voice Response messaging to alert customers about scam activity, displaying prominent scam alerts on the 91 EL website, and including scam awareness information in customer statement attachments. Regarding customer notifications, CUSA is currently reviewing the communication schedule to determine a more optimal timing for message delivery. Additionally, to reduce the impact of high absenteeism on Mondays, CUSA has introduced a new incentive program aimed at encouraging consistent attendance. These corrective measures have shown improvement in meeting KPI 5 and KPI 6, as KPI 5 was met 19 out of the 21 days in June, and KPI 6 was met on all days in June.

Operational Acceptance Testing (OAT) was concluded in March. Since then, staff have been working closely with CUSA to close out final documents. As of June, OAT has successfully passed with CUSA meeting contractual requirements. OCTA and RCTC will now work closely with CUSA to close out deferred and punch list items to complete final acceptance. Staff will report on the status of final acceptance in the following report.

OCTA and RCTC staff have been engaged in its video wall and advanced traffic management system (ATMS) upgrade project. During the past several months, the contractor has completed the testing and the majority of the configurations for the video wall and ATMS. Subsequent to quarter-end, the project was placed into service in July 2025 and started OAT. Staff will continue to oversee the project and report on the outcome of acceptance in the following report.

OCTA staff has also been supporting RCTC in the design and implementation of the Occupancy Detection System (ODS) on the Riverside segment of the 91 EL. RCTC will use the ODS to verify users of their high-occupancy vehicle (HOV) lane and assess tolls to users who are incorrectly receiving HOV discounts. OCTA and RCTC updated the 91 EL user agreement to reflect the ODS changes and distributed it to all account holders at least 30 days prior to the change going into effect. The ODS changes also require BOS updates, which CUSA is finalizing.

Looking Ahead over the Next Six Months

The ATMS and video wall project is expected to be accepted in the coming months and start the operations and maintenance phase. During this period, OCTA will also continue providing support to RCTC for the implementation and monitoring of the ODS. The anticipated go-live date of the ODS is August 2025. Staff will provide updates for these projects in the following report.

***Summary***

An operational report for the 91 Express Lanes for the period ending June 30, 2025, is provided for Board of Directors' review. The report provides a summary of key operational and financial activities.

***Attachments***

A. 91 Express Lanes, Key Performance Measures, June 2025
B. 91 Express Lanes Status Report, June 2025

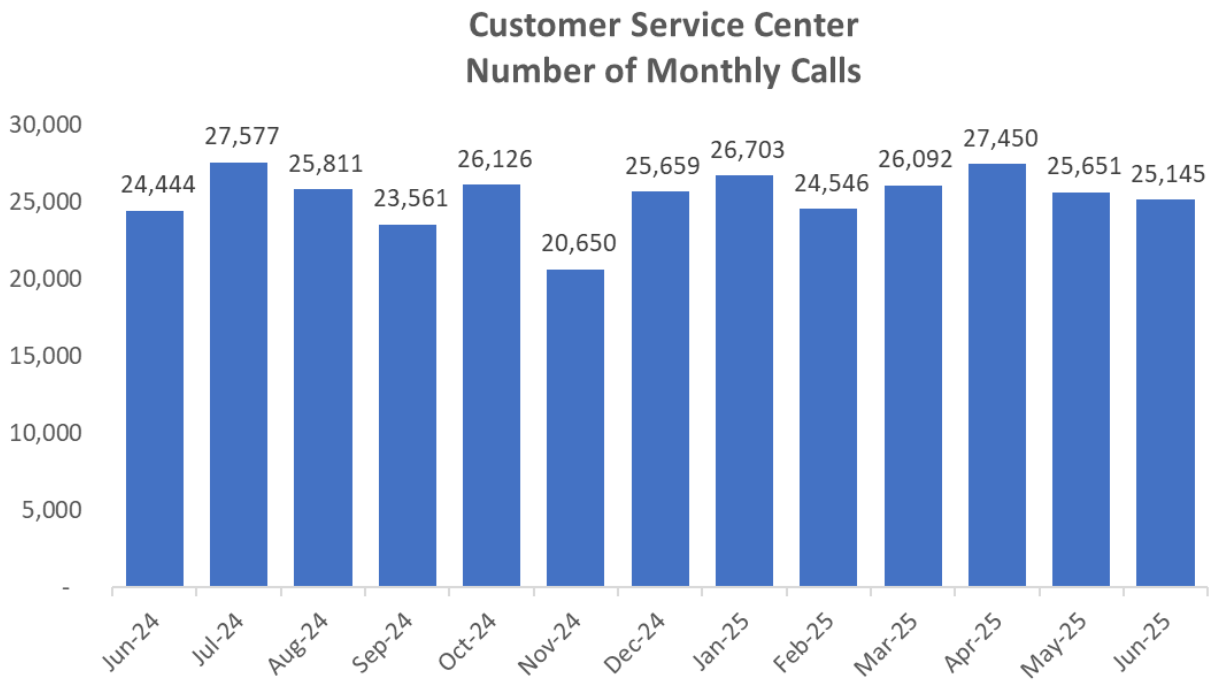
**Prepared by:**



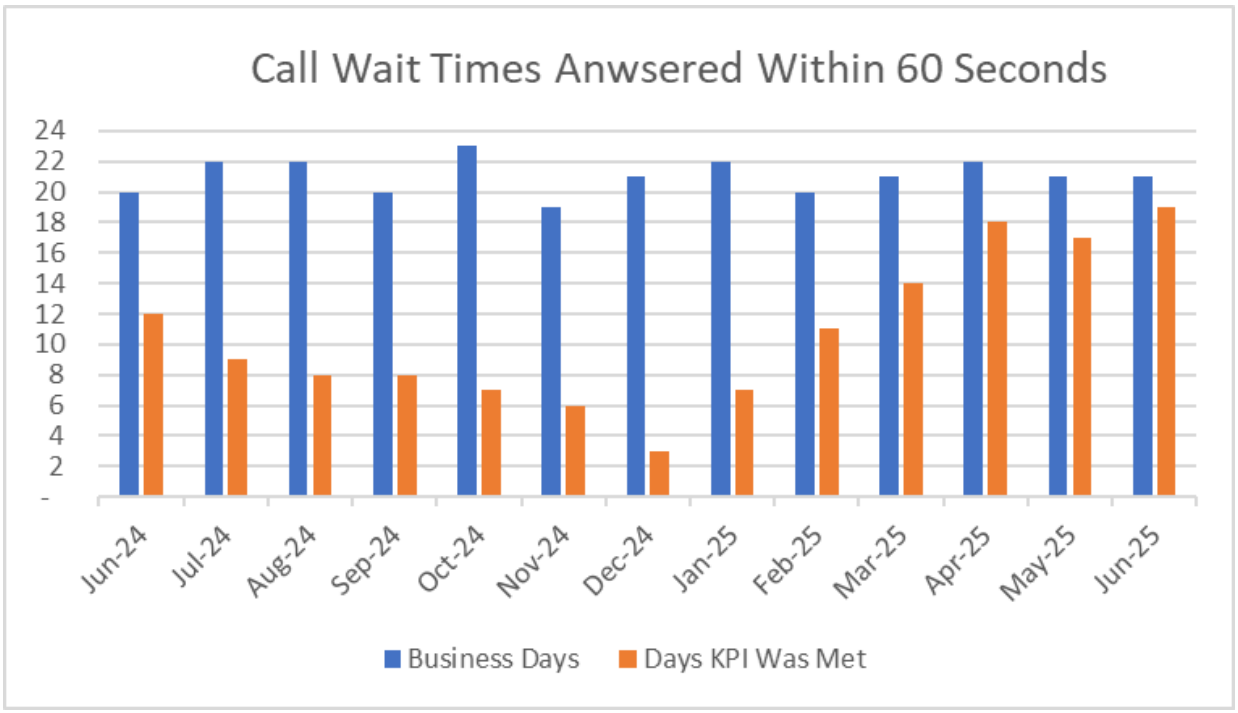
Kirk Avila
General Manager,
Express Lanes Programs
(714) 560-5674

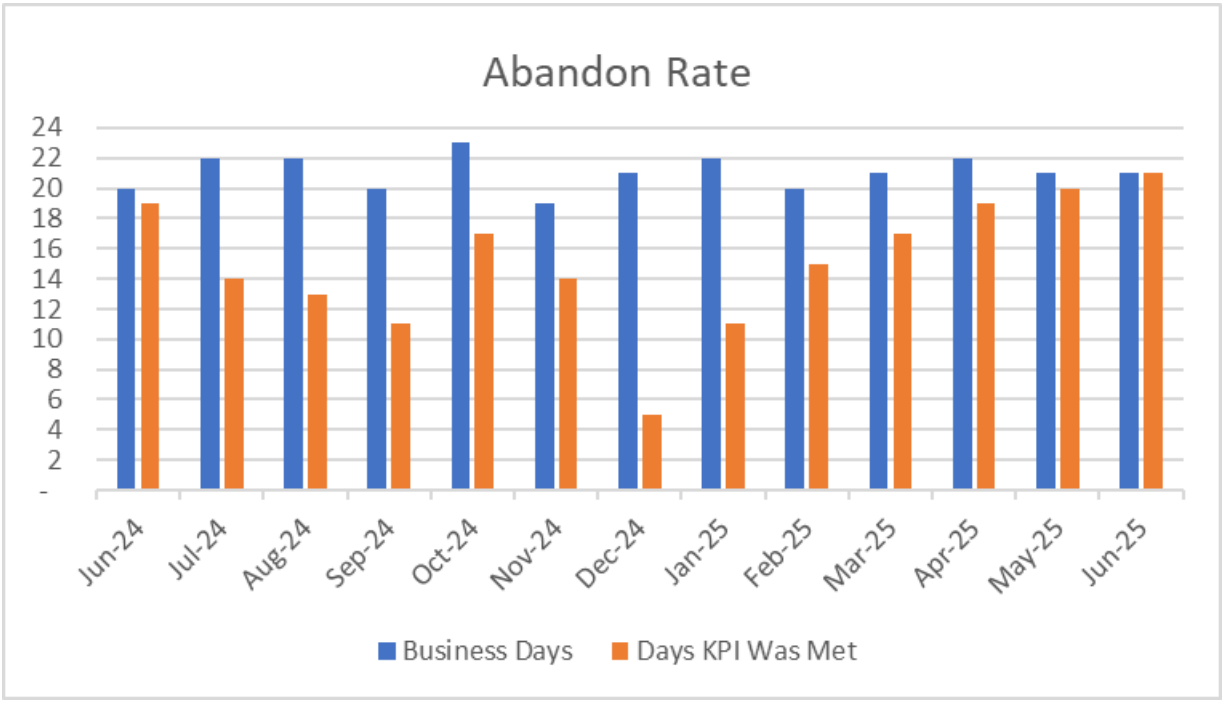
**ATTACHMENT A**

# 91 Express Lanes
# Key Performance Measures
# June 2025






KPI = Key performance indicator

**ATTACHMENT B**

**Orange County Transportation Authority**
**Riverside County Transportation Commission**

# 91 Express Lanes

Status Report

June 2025

As of June 30, 2025

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# OPERATIONS OVERVIEW OCTA

The total traffic volume on the 91 Express Lanes (91 EL) for June 2025 was 1,819,576. This represents a daily average of 60,653 vehicles. This is a 0.7 percent decrease in total traffic volume from the same period last year, which totaled 1,832,858. Potential toll revenue for June was $5,698,593, which represents an increase of 3.6 percent from the prior year's total of $5,501,657. The decrease in traffic volumes, as compared to the prior year, is attributable to12 overnight closures in June for the 91 Improvement Project (Project I) and a pavement rehabilitation project on the westbound general-purpose lanes. The carpool percentage for June was 26.4 percent as compared to the previous year's rate of 26.9 percent.

Month-to-date (MTD) traffic and revenue data is summarized in the table below. The following trip and revenue statistics table represents all trips taken on the Orange County Transportation Authority (OCTA) 91 EL and associated potential revenue for the month of June 2025.

**Current MTD as of June 30, 2025**

| Trips | JUN-25 MTD Actual | JUN-24 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 1,340,078 | 1,340,475 | 0.0% |
| 3+ Lanes | 479,498 | 492,383 | (2.6%) |
| Total Gross Trips | 1,819,576 | 1,832,858 | (0.7%) |
| **Revenue** | | | |
| Full Toll Lanes | $5,624,184 | $5,434,107 | 3.5% |
| 3+ Lanes | $74,410 | $67,550 | 10.2% |
| Total Gross Revenue | $5,698,593 | $5,501,657 | 3.6% |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.20 | $4.05 | 3.7% |
| Average 3+ Lanes | $0.16 | $0.14 | 14.3% |
| Average Gross Revenue | $3.13 | $3.00 | 4.3% |

The 2025 fiscal year-to-date (YTD) traffic volume increased by 3.9 percent, and potential toll revenue increased by 5.1 percent when compared with the same period the prior year. YTD average revenue per trip is $3.19.

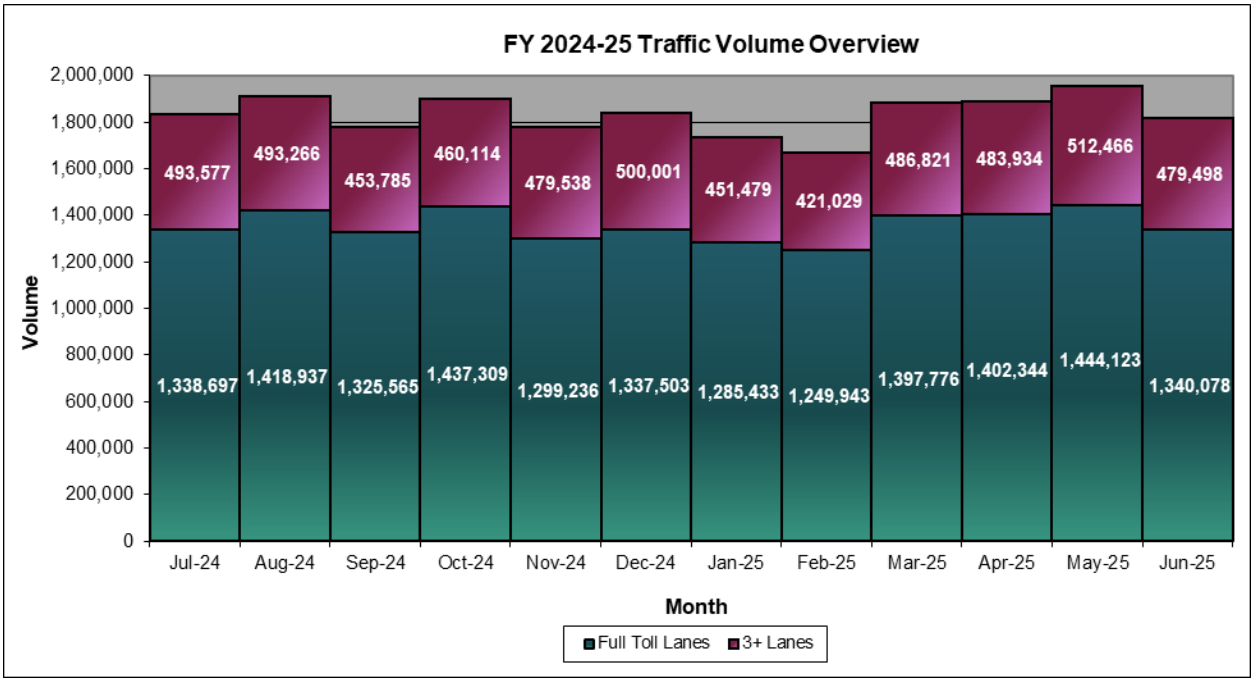
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics table represents all trips taken on the OCTA 91 EL and associated potential revenue for the months of July 2024 through June 2025.

**Fiscal Year (FY) 2024-25 YTD as of June 30, 2025**

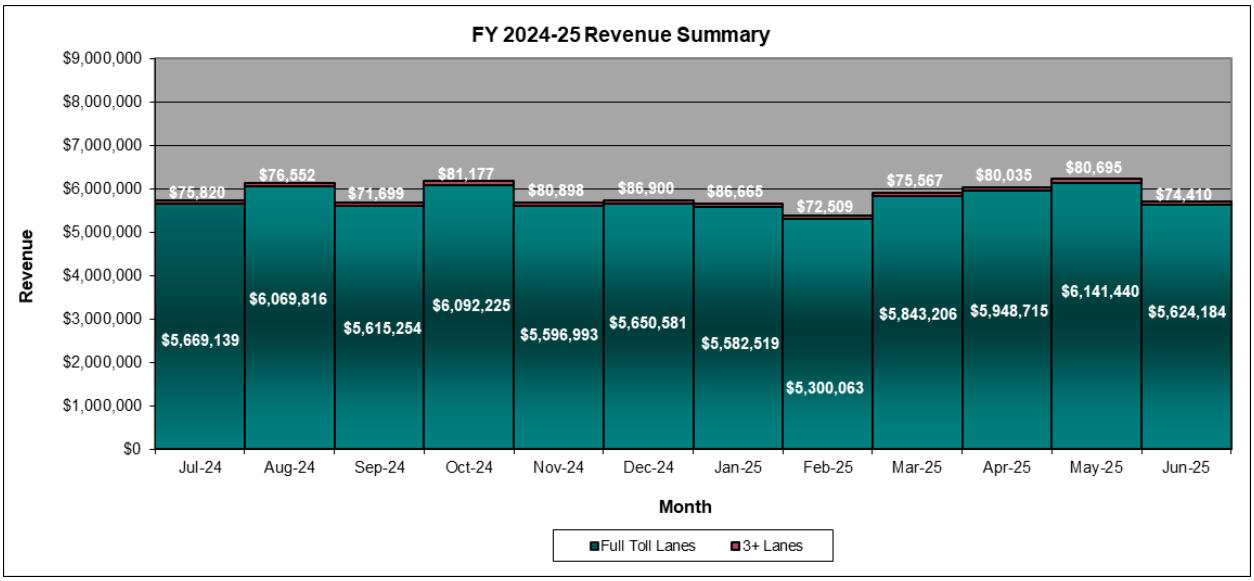
| Trips | FY 2024-25 YTD Actual (7/2024-6/2025) | FY 2023-24 YTD Actual (7/2023-6/2024) | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll Lanes | 16,276,944 | 15,841,568 | 2.7% |
| 3+ Lanes | 5,715,508 | 5,325,689 | 7.3% |
| Total Gross Trips | 21,992,452 | 21,167,257 | 3.9% |
| **Revenue** | | | |
| Full Toll Lanes | $69,134,134 | $65,845,680 | 5.0% |
| 3+ Lanes | $942,927 | $827,291 | 14.0% |
| Total Gross Revenue | $70,077,061 | $66,672,971 | 5.1% |
| **Average Revenue per Trip** | | | |
| Average Full Toll Lanes | $4.25 | $4.16 | 2.2% |
| Average 3+ Lanes | $0.16 | $0.16 | 0.0% |
| Average Gross Revenue | $3.19 | $3.15 | 1.3% |

## OCTA Traffic and Revenue Summary

The chart below reflects the total trips breakdown between full toll trips and high-occupancy vehicle (HOV3+) trips for FY 2024-25 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll trips and HOV3+ trips for FY 2024-25 on a monthly basis.



## OCTA PEAK-HOUR VOLUMES

Peak-hour traffic in the eastbound and westbound directions reached or exceeded 90 percent of the defined capacity 12 times during the month of June 2025. As demonstrated on the next chart, westbound peak-hour traffic volumes top out at 94 percent of defined capacity. This is closely monitored since toll adjustments are made based upon capacity percentages per the OCTA Toll Policy for the 91 EL. If capacity is 92 percent on a consistent basis (over six times during the prior 12 weeks), then an adjustment will be made to toll rates for that particular hour and day.

## OCTA EASTBOUND PEAK-HOUR VOLUMES

| | *Monday* | | *06/02/25* | | *Tuesday* | | *06/03/25* | | *Wednesday* | | *06/04/25* | | *Thursday* | | *06/05/25* | | *Friday* | | *06/06/25* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *PM Time* | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.75 | 517 | 2,851 | 84% | $5.75 | 481 | 2,976 | 88% | $5.75 | 503 | 2,974 | 87% | **$8.45** | **561** | **3,043** | **90%** | $9.10 | 617 | 2,816 | 83% |
| 1500 - 1600 | $6.15 | 493 | 2,833 | 83% | $6.10 | 558 | 2,977 | 88% | $8.15 | 594 | 2,938 | 86% | $8.15 | 569 | 2,859 | 84% | $8.65 | 649 | 2,860 | 84% |
| 1600 - 1700 | $5.40 | 587 | 2,937 | 86% | $4.90 | 478 | 2,561 | 75% | $7.10 | 569 | 2,865 | 84% | $7.60 | 581 | 2,834 | 83% | $6.65 | 592 | 2,832 | 83% |
| 1700 - 1800 | $5.25 | 537 | 2,839 | 84% | $5.20 | 492 | 2,675 | 79% | $5.85 | 551 | 2,831 | 83% | $7.30 | 571 | 2,838 | 83% | $7.35 | 636 | 2,766 | 81% |
| 1800 - 1900 | $6.15 | 607 | 2,628 | 77% | $4.40 | 663 | 2,815 | 83% | $4.40 | 720 | 2,941 | 87% | $4.25 | 658 | 2,978 | 88% | $7.35 | 689 | 2,616 | 77% |
| 1900 - 2000 | $4.25 | 473 | 1,708 | 50% | $4.25 | 732 | 2,778 | 82% | $4.25 | 594 | 2,402 | 71% | $6.30 | 647 | 2,367 | 70% | $6.85 | 675 | 2,150 | 63% |

| | *Monday* | | *06/09/25* | | *Tuesday* | | *06/10/25* | | *Wednesday* | | *06/11/25* | | *Thursday* | | *06/12/25* | | *Friday* | | *06/13/25* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *PM Time* | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.75 | 560 | 2,986 | 88% | $5.75 | 527 | 2,949 | 87% | $5.75 | 532 | 2,945 | 87% | $8.45 | 547 | 2,918 | 86% | $9.10 | 552 | 2,726 | 80% |
| 1500 - 1600 | $6.15 | 525 | 2,858 | 84% | $6.10 | 552 | 2,849 | 84% | $8.15 | 580 | 2,939 | 86% | $8.15 | 587 | 2,930 | 86% | $8.65 | 615 | 2,834 | 83% |
| 1600 - 1700 | $5.40 | 531 | 2,813 | 83% | $4.90 | 510 | 2,859 | 84% | $7.10 | 578 | 2,997 | 88% | $7.60 | 566 | 2,891 | 85% | $6.65 | 549 | 2,725 | 80% |
| 1700 - 1800 | $5.25 | 622 | 3,022 | 89% | $5.20 | 598 | 2,876 | 85% | $5.85 | 605 | 2,917 | 86% | $7.30 | 587 | 2,938 | 86% | $7.35 | 666 | 2,755 | 81% |
| 1800 - 1900 | $6.15 | 621 | 2,624 | 77% | $4.40 | 654 | 2,980 | 88% | $4.40 | 693 | 2,962 | 87% | $4.25 | 627 | 2,865 | 84% | $7.35 | 745 | 2,848 | 84% |
| 1900 - 2000 | $4.25 | 489 | 1,674 | 49% | $4.25 | 656 | 2,348 | 69% | $4.25 | 634 | 2,429 | 71% | $6.30 | 684 | 2,624 | 77% | $6.85 | 667 | 2,215 | 65% |

| | *Monday* | | *06/16/25* | | *Tuesday* | | *06/17/25* | | *Wednesday* | | *06/18/25* | | *Thursday* | | *06/19/25* | | *Friday* | | *06/20/25* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *PM Time* | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.75 | 519 | 2,964 | 87% | $5.75 | 573 | 3,021 | 89% | $5.75 | 530 | 3,002 | 88% | $8.45 | 585 | 2,763 | 81% | $9.10 | 597 | 2,813 | 83% |
| 1500 - 1600 | $6.15 | 562 | 2,935 | 86% | $6.10 | 533 | 2,805 | 83% | $8.15 | 565 | 2,908 | 86% | $8.15 | 583 | 2,655 | 78% | $8.65 | 640 | 2,782 | 82% |
| 1600 - 1700 | $5.40 | 497 | 2,766 | 81% | $4.90 | 524 | 2,828 | 83% | **$7.10** | **558** | **3,046** | **90%** | $7.60 | 597 | 2,705 | 80% | $6.65 | 588 | 2,799 | 82% |
| 1700 - 1800 | $5.25 | 548 | 2,776 | 82% | $5.20 | 583 | 2,889 | 85% | $5.85 | 555 | 2,805 | 83% | $7.30 | 644 | 2,922 | 86% | $7.35 | 647 | 2,688 | 79% |
| 1800 - 1900 | $6.15 | 668 | 2,661 | 78% | $4.40 | 634 | 2,766 | 81% | $4.40 | 691 | 2,992 | 88% | $4.25 | 763 | 2,871 | 84% | $7.35 | 713 | 2,722 | 80% |
| 1900 - 2000 | $4.25 | 512 | 1,706 | 50% | $4.25 | 685 | 2,495 | 73% | $4.25 | 673 | 2,544 | 75% | $6.30 | 663 | 1,970 | 58% | $6.85 | 665 | 2,103 | 62% |

| | *Monday* | | *06/23/25* | | *Tuesday* | | *06/24/25* | | *Wednesday* | | *06/25/25* | | *Thursday* | | *06/26/25* | | *Friday* | | *06/27/25* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *PM Time* | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $5.75 | 527 | 2,986 | 88% | **$5.75** | **503** | **3,053** | **90%** | $5.75 | 509 | 2,963 | 87% | $8.45 | 564 | 2,933 | 86% | $9.10 | 606 | 2,840 | 84% |
| 1500 - 1600 | $6.15 | 585 | 2,840 | 84% | $6.10 | 543 | 3,009 | 89% | $8.15 | 537 | 2,970 | 87% | $8.15 | 545 | 3,012 | 89% | $8.65 | 602 | 2,848 | 84% |
| 1600 - 1700 | $5.40 | 493 | 2,809 | 83% | $4.90 | 494 | 2,842 | 84% | $7.10 | 511 | 2,797 | 82% | $7.60 | 550 | 2,880 | 85% | $6.65 | 586 | 2,778 | 82% |
| 1700 - 1800 | $5.25 | 590 | 2,811 | 83% | $5.20 | 559 | 2,820 | 83% | $5.85 | 584 | 2,833 | 83% | $7.30 | 567 | 2,836 | 83% | $7.35 | 641 | 2,805 | 83% |
| 1800 - 1900 | $6.15 | 651 | 2,685 | 79% | $4.40 | 658 | 2,993 | 88% | $4.40 | 648 | 2,869 | 84% | $4.25 | 549 | 2,318 | 68% | $7.35 | 725 | 2,794 | 82% |
| 1900 - 2000 | $4.25 | 512 | 1,818 | 53% | $4.25 | 561 | 2,163 | 64% | $4.25 | 716 | 2,762 | 81% | $6.30 | 750 | 2,851 | 84% | $6.85 | 682 | 2,357 | 69% |

| | *Monday* | | *06/30/25* | | *Tuesday* | | *07/01/25* | | *Wednesday* | | *07/02/25* | | *Thursday* | | *07/03/25* | | *Friday* | | *07/04/25* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *PM Time* | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 1400 - 1500 | $4.85 | 491 | 2,837 | 83% | | | | | | | | | | | | | | | | |
| 1500 - 1600 | $4.85 | 466 | 2,849 | 84% | | | | | | | | | | | | | | | | |
| 1600 - 1700 | $4.85 | 494 | 2,896 | 85% | | | | | | | | | | | | | | | | |
| 1700 - 1800 | $4.85 | 587 | 3,039 | 89% | | | | | | | | | | | | | | | | |
| 1800 - 1900 | $4.85 | 709 | 2,876 | 85% | | | | | | | | | | | | | | | | |
| 1900 - 2000 | $4.85 | 529 | 1,992 | 59% | | | | | | | | | | | | | | | | |

## OCTA WESTBOUND PEAK-HOUR VOLUMES

| | Monday | 06/02/25 | | | Tuesday | 06/03/25 | | | Wednesday | 06/04/25 | | | Thursday | 06/05/25 | | | Friday | 06/06/25 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.45 | 573 | 1,706 | 50% | $3.45 | 588 | 1,634 | 48% | $3.45 | 582 | 1,612 | 47% | $3.45 | 553 | 1,493 | 44% | $3.45 | 500 | 1,346 | 40% |
| 0500 - 0600 | **$5.55** | **845** | **3,156** | **93%** | $5.55 | 885 | 3,017 | 89% | **$5.55** | **916** | **3,049** | **90%** | $5.55 | 796 | 2,624 | 77% | $5.30 | 821 | 2,639 | 78% |
| 0600 - 0700 | $5.75 | 650 | 2,873 | 85% | $5.75 | 624 | 2,544 | 75% | $5.75 | 683 | 2,819 | 83% | **$5.75** | **712** | **3,063** | **90%** | $5.55 | 629 | 2,429 | 71% |
| 0700 - 0800 | $6.35 | 576 | 2,631 | 77% | $6.35 | 630 | 2,799 | 82% | $6.35 | 577 | 2,755 | 81% | $6.35 | 612 | 2,639 | 78% | $6.15 | 534 | 2,254 | 66% |
| 0800 - 0900 | $5.75 | 395 | 2,554 | 75% | $5.75 | 492 | 3,031 | 89% | $5.75 | 427 | 2,632 | 77% | $5.75 | 445 | 2,403 | 71% | $5.55 | 389 | 2,078 | 61% |
| 0900 - 1000 | $4.65 | 415 | 2,447 | 72% | $4.65 | 425 | 2,704 | 80% | $4.65 | 424 | 2,580 | 76% | $4.65 | 363 | 2,235 | 66% | $4.65 | 372 | 1,942 | 57% |

| | Monday | 06/09/25 | | | Tuesday | 06/10/25 | | | Wednesday | 06/11/25 | | | Thursday | 06/12/25 | | | Friday | 06/13/25 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.45 | 570 | 1,686 | 50% | $3.45 | 570 | 1,555 | 46% | $3.45 | 600 | 1,644 | 48% | $3.45 | 599 | 1,577 | 46% | $3.45 | 473 | 1,318 | 39% |
| 0500 - 0600 | **$5.55** | **848** | **3,052** | **90%** | **$5.55** | **860** | **3,081** | **91%** | **$5.55** | **941** | **3,199** | **94%** | $5.55 | 872 | 3,019 | 89% | $5.30 | 808 | 2,679 | 79% |
| 0600 - 0700 | $5.75 | 695 | 2,934 | 86% | $5.75 | 685 | 2,865 | 84% | $5.75 | 665 | 2,895 | 85% | $5.75 | 663 | 2,947 | 87% | $5.55 | 550 | 2,469 | 73% |
| 0700 - 0800 | $6.35 | 620 | 2,755 | 81% | $6.35 | 565 | 2,475 | 73% | $6.35 | 576 | 2,734 | 80% | $6.35 | 620 | 2,688 | 79% | $6.15 | 498 | 2,395 | 70% |
| 0800 - 0900 | $5.75 | 432 | 2,387 | 70% | $5.75 | 443 | 2,443 | 72% | $5.75 | 502 | 2,772 | 82% | $5.75 | 475 | 2,704 | 80% | $5.55 | 377 | 2,047 | 60% |
| 0900 - 1000 | $4.65 | 442 | 2,123 | 62% | $4.65 | 401 | 2,110 | 62% | $4.65 | 464 | 2,445 | 72% | $4.65 | 442 | 2,353 | 69% | $4.65 | 454 | 2,019 | 59% |

| | Monday | 06/16/25 | | | Tuesday | 06/17/25 | | | Wednesday | 06/18/25 | | | Thursday | 06/19/25 | | | Friday | 06/20/25 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.45 | 565 | 1,594 | 47% | $3.45 | 564 | 1,604 | 47% | $3.45 | 576 | 1,622 | 48% | $3.45 | 466 | 1,367 | 40% | $3.45 | 477 | 1,348 | 40% |
| 0500 - 0600 | $5.55 | 815 | 2,935 | 86% | **$5.55** | **867** | **3,080** | **91%** | **$5.55** | **928** | **3,147** | **93%** | $5.55 | 791 | 2,796 | 82% | $5.30 | 789 | 2,700 | 79% |
| 0600 - 0700 | $5.75 | 558 | 2,667 | 78% | $5.75 | 648 | 2,975 | 88% | $5.75 | 603 | 2,819 | 83% | $5.75 | 588 | 2,565 | 75% | $5.55 | 592 | 2,431 | 72% |
| 0700 - 0800 | $6.35 | 518 | 2,471 | 73% | $6.35 | 551 | 2,685 | 79% | $6.35 | 537 | 2,720 | 80% | $6.35 | 458 | 2,169 | 64% | $6.15 | 453 | 2,216 | 65% |
| 0800 - 0900 | $5.75 | 444 | 2,483 | 73% | $5.75 | 479 | 2,751 | 81% | $5.75 | 468 | 2,801 | 82% | $5.75 | 420 | 1,931 | 57% | $5.55 | 399 | 1,939 | 57% |
| 0900 - 1000 | $4.65 | 420 | 2,240 | 66% | $4.65 | 462 | 2,571 | 76% | $4.65 | 459 | 2,582 | 76% | $4.65 | 623 | 2,406 | 71% | $4.65 | 454 | 2,038 | 60% |

| | Monday | 06/23/25 | | | Tuesday | 06/24/25 | | | Wednesday | 06/25/25 | | | Thursday | 06/26/25 | | | Friday | 06/27/25 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $3.45 | 544 | 1,529 | 45% | $3.45 | 569 | 1,602 | 47% | $3.45 | 553 | 1,526 | 45% | $3.45 | 576 | 1,570 | 46% | $3.45 | 498 | 1,340 | 39% |
| 0500 - 0600 | $5.55 | 846 | 2,997 | 88% | **$5.55** | **918** | **3,116** | **92%** | $5.55 | 879 | 2,766 | 81% | $5.55 | 855 | 2,985 | 88% | $5.30 | 827 | 2,782 | 82% |
| 0600 - 0700 | $5.75 | 622 | 2,889 | 85% | $5.75 | 653 | 2,969 | 87% | $5.75 | 618 | 2,884 | 85% | $5.75 | 651 | 2,963 | 87% | $5.55 | 526 | 2,533 | 75% |
| 0700 - 0800 | $6.35 | 497 | 2,651 | 78% | $6.35 | 518 | 2,709 | 80% | $6.35 | 523 | 2,831 | 83% | $6.35 | 510 | 2,610 | 77% | $6.15 | 430 | 2,246 | 66% |
| 0800 - 0900 | $5.75 | 429 | 2,651 | 78% | $5.75 | 472 | 2,597 | 76% | $5.75 | 434 | 2,697 | 79% | $5.75 | 446 | 2,582 | 76% | $5.55 | 437 | 2,192 | 64% |
| 0900 - 1000 | $4.65 | 430 | 2,318 | 68% | $4.65 | 431 | 2,368 | 70% | $4.65 | 436 | 2,667 | 78% | $4.65 | 429 | 2,462 | 72% | $4.65 | 457 | 2,165 | 64% |

| | Monday | 06/30/25 | | | Tuesday | 07/01/25 | | | Wednesday | 07/02/25 | | | Thursday | 07/03/25 | | | Friday | 07/04/25 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Time | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. | Price | HOV | Vol. | Cap. |
| 0400 - 0500 | $1.90 | 518 | 1,595 | 47% | | | | | | | | | | | | | | | | |
| 0500 - 0600 | $1.90 | 806 | 3,023 | 89% | | | | | | | | | | | | | | | | |
| 0600 - 0700 | $1.90 | 570 | 2,868 | 84% | | | | | | | | | | | | | | | | |
| 0700 - 0800 | $1.90 | 471 | 2,611 | 77% | | | | | | | | | | | | | | | | |
| 0800 - 0900 | $2.90 | 405 | 2,538 | 75% | | | | | | | | | | | | | | | | |
| 0900 - 1000 | $4.00 | 255 | 1,520 | 45% | | | | | | | | | | | | | | | | |

## OCTA OPERATIONAL HIGHLIGHTS

### On-Road Operations

OCTA Freeway Service Patrol responded to 93 calls during the month of June. Of those calls, three were to remove debris, 24 were to assist disabled vehicles, 33 were to tow vehicles, and 33 were to aid motorists in the 91 EL.

# FINANCIAL HIGHLIGHTS OCTA

## 91 Express Lanes
## Operating Statement

| Description | YTD as of : Actual [1] | 6/30/2025 Budget [1] | YTD Variance Dollar $ | Percent (%) |
|---|---|---|---|---|
| **Operating revenues:** | | | | |
| Toll Revenue | $ 61,421,945 | $ 53,505,835 | $ 7,916,110 | 14.8 |
| Fee Revenue | $ 12,002,784 | $ 4,702,600 | $ 7,300,184 | 155.2 |
| **Total operating revenues** | $ 73,424,729 | $ 58,208,435 | $ 15,216,294 | 26.1 |
| **Operating expenses:** | | | | |
| Contracted Services | $ 6,878,431 | $ 7,821,819 | $ 943,388 | 12.1 |
| Administrative Fee | $ 3,685,188 | $ 4,162,776 | $ 477,588 | 11.5 |
| Other Professional Services | $ 1,643,841 | $ 3,133,150 | $ 1,489,309 | 47.5 |
| Credit Card Processing Fees | $ 1,344,532 | $ 1,350,000 | $ 5,468 | 0.4 |
| Toll Road Account Servicing | $ 354,500 | $ 1,000,000 | $ 645,500 | 64.5 |
| Other Insurance Expense | $ 253,030 | $ 900,000 | $ 646,970 | 71.9 |
| Toll Road Maintenance Supply Repairs | $ 588,781 | $ 1,270,000 | $ 681,219 | 53.6 |
| Patrol Services | $ 1,224,966 | $ 1,125,000 | $ (99,966) | (8.9) |
| Building Equipment Repairs and Maint | $ 639,973 | $ 1,105,550 | $ 465,577 | 42.1 |
| 6C Transponders | $ 141,228 | $ 300,000 | $ 158,772 | 52.9 |
| Other Services | $ - | $ 50,000 | $ 50,000 | 100.0 |
| Utilities | $ 111,711 | $ 141,750 | $ 30,039 | 21.2 |
| Office Expense | $ 91,946 | $ 170,000 | $ 78,054 | 45.9 |
| Bad Debt Expense | $ 60,216 | $ - | $ (60,216) | N/A |
| Miscellaneous [2] | $ 54,536 | $ 169,700 | $ 115,164 | 67.9 |
| Leases | $ 521,988 | $ 550,000 | $ 28,012 | 5.1 |
| **Total operating expenses** | $ 17,594,867 | $ 23,249,745 | $ 5,654,878 | 24.3 |
| Depreciation and Amortization [3] | $ 4,405,194 | $ - | $ (4,405,194) | N/A |
| **Operating income (loss)** | $ 51,424,668 | $ 34,958,690 | $ 16,465,978 | 47.1 |
| **Nonoperating revenues (expenses):** | | | | |
| Reimbursement from Other Agencies | $ 971,065 | $ 628,750 | $ 342,315 | 54.4 |
| Interest Income | $ 10,744,119 | $ 7,639,562 | $ 3,104,557 | 40.6 |
| Interest Expense | $ (1,524,500) | $ (2,231,750) | $ 707,250 | 31.7 |
| Other | $ (3,005) | $ - | $ (3,005) | N/A |
| **Total nonoperating revenues (expenses)** | $ 10,187,678 | $ 6,036,562 | $ 4,151,116 | (68.8) |
| Transfers In | $ - | $ - | $ - | N/A |
| Transfers Out [4] | $ (7,621,905) | $ (58,902,900) | $ 51,280,995 | 87.1 |
| **Net income (loss)** | **$ 53,990,441** | **$ (17,907,648)** | **$ 71,898,089** | **(401.5)** |

[1] Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

[2] Miscellaneous expenses include: Bond Insurance Costs, Bank Service Charge, Transponder Materials, Subscriptions, conference, and travel

[3] Depreciation and amortization are not budgeted items.

[4] Transfers Out: For M2 Project I and Project J expense reimbursements.

# OPERATIONS OVERVIEW RCTC

## TRAFFIC AND REVENUE STATISTICS FOR RCTC

The total traffic volume on the 91 EL for June 2025 was 1,757,753. This represents a daily average of 58,592 vehicles. This is a one percent increase in gross trips from the same period last year, which totaled 1,741,179. Potential toll revenue for June was $7,996,383, which represents a decrease of 2.8 percent from the prior year's total of $8,225,659. The carpool percentage for June was 24.5 percent as compared to the previous year's rate of 25.6 percent.

MTD traffic and revenue data is summarized in the table below. The following trip and revenue statistics table represents all trips taken on the RCTC 91 EL, which includes the Express Lanes Connectors and associated potential revenue for the month of June 2025.

**Current MTD as of June 30, 2025**

| Trips | JUN-25 MTD Actual | Stantec MTD Projected | # Variance | % Variance | JUN-24 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 1,327,319 | 965,000 | 362,319 | 37.5% | 1,295,751 | 2.4% |
| 3+ Lanes | 430,434 | 376,000 | 54,434 | 14.5% | 445,428 | (3.4%) |
| Total Gross Trips | 1,757,753 | 1,341,000 | 416,753 | 31.1% | 1,741,179 | 1.0% |
| **Revenue** | | | | | | |
| Full Toll Lanes | $7,913,649 | $4,900,000 | $3,013,649 | 61.5% | $8,154,480 | (3.0%) |
| 3+ Lanes | $82,733 | $0 | $82,733 | | $71,179 | 16.2% |
| Total Gross Revenue | $7,996,383 | $4,900,000 | $3,096,383 | 63.2% | $8,225,659 | (2.8%) |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $5.96 | $5.08 | $0.88 | 17.4% | $6.29 | (5.2%) |
| Average 3+ Lanes | $0.19 | $0.00 | $0.19 | | $0.16 | 18.8% |
| Average Gross Revenue | $4.55 | $3.65 | $0.90 | 24.7% | $4.72 | (3.6%) |

The 2025 fiscal YTD traffic volume increased by 10.3 percent, and potential toll revenue increased by 14.8 percent when compared with the same period the prior year. YTD average revenue per trip is $4.76.

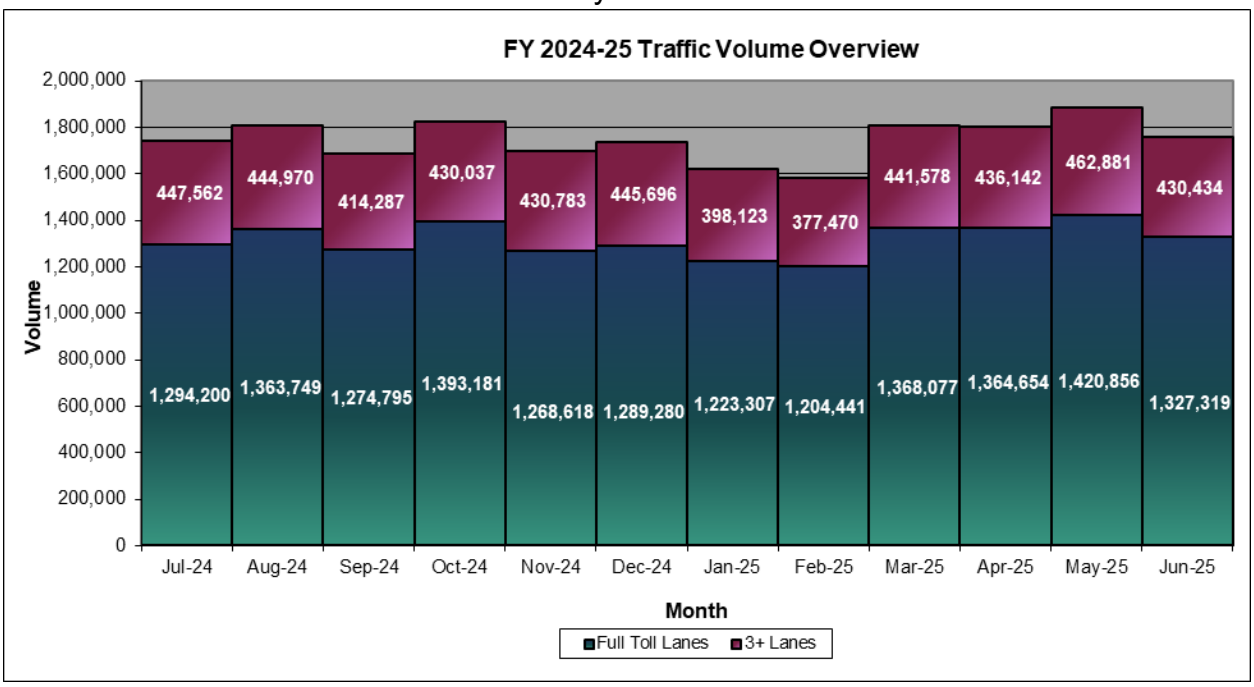
Fiscal YTD traffic and revenue data are summarized in the table below. The following trip and revenue statistics table represents all trips taken on the RCTC 91 EL and associated potential revenue for the months of July 2024 through June 2025.

**FY 2024-25 YTD as of June 30, 2025**

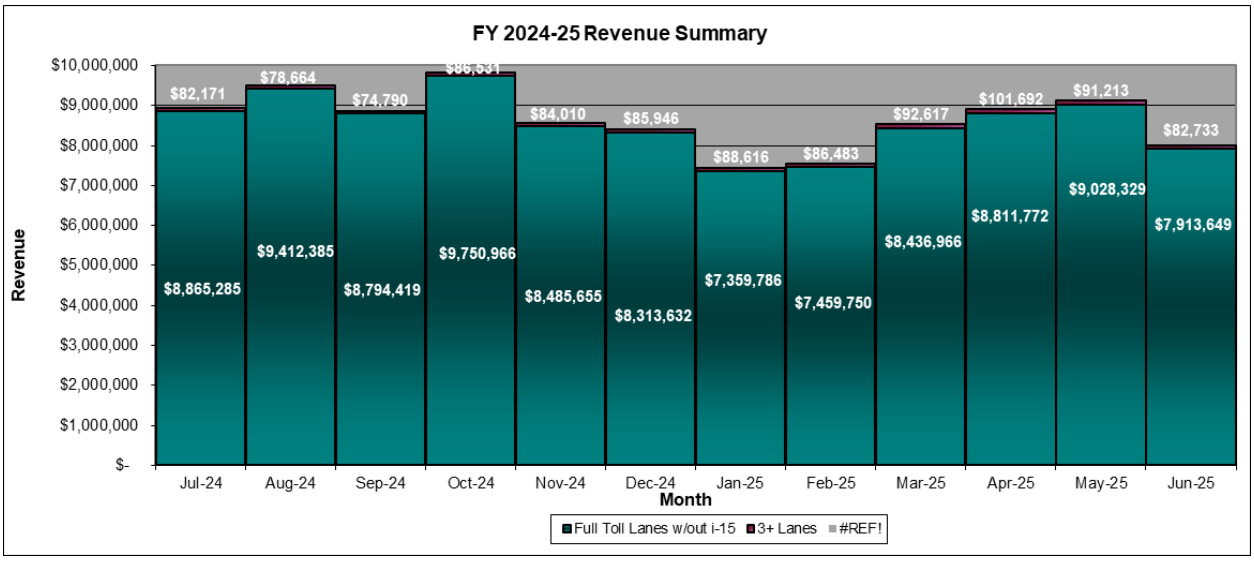
| Trips | FY 2024-25 YTD Actual (7/2024-6/2025) | Stantec YTD Projected | # Variance | % Variance | FY 2023-24 YTD Actual (7/2023-6/2024) | Yr-to-Yr % Variance |
|---|---|---|---|---|---|---|
| Full Toll Lanes | 15,792,477 | 11,348,286 | 4,444,191 | 39.2% | 14,399,789 | 9.7% |
| 3+ Lanes | 5,159,963 | 4,381,429 | 778,534 | 17.8% | 4,596,250 | 12.3% |
| Total Gross Trips | 20,952,440 | 15,729,714 | 5,222,726 | 33.2% | 18,996,039 | 10.3% |
| **Revenue** | | | | | | |
| Full Toll Lanes | $102,632,595 | $56,033,714 | $46,598,881 | 83.2% | $89,533,216 | 14.6% |
| 3+ Lanes | $1,035,466 | $0 | $1,035,466 | | $802,329 | 29.1% |
| Total Gross Revenue | $103,668,061 | $56,033,714 | $47,634,347 | 85.0% | $90,335,545 | 14.8% |
| **Average Revenue per Trip** | | | | | | |
| Average Full Toll Lanes | $6.50 | $4.94 | $1.56 | 31.6% | $6.22 | 4.5% |
| Average 3+ Lanes | $0.20 | $0.00 | $0.20 | | $0.17 | 17.6% |
| Average Gross Revenue | $4.95 | $3.56 | $1.39 | 39.0% | $4.76 | 4.0% |

## RCTC Traffic and Revenue Summary

The chart below reflects the total trips broken down between full toll lanes and HOV3+ lanes for FY 2024-25 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll lanes and HOV3+ lanes for FY 2024-25 on a monthly basis.



## RCTC OPERATIONAL HIGHLIGHTS

### On-Road Operations

RCTC Freeway Service Patrol responded to 147 calls during the month of June. Of those calls, 95 were to assist disabled vehicles, 35 calls were to remove debris, and 17 were in response to accidents that affected the 91 EL.

# FINANCIAL HIGHLIGHTS RCTC

## RCTC 91 Express Lanes
## Operating Statement

| | YTD as of : | 6/30/2025 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual[1]** | **Budget** | **Dollar $** | **Percent (%)** |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 90,600,291.15 | $ 73,256,000.00 | $ 17,344,291.15 | 23.7 |
| Fee Revenue | 11,987,927.97 | 7,438,000.00 | 4,549,927.97 | 61.2 |
| **Total operating revenues** | 102,588,219.12 | 80,694,000.00 | 21,894,219.12 | 27.1 |
| **Operating expenses:** | | | | |
| Salaries and Benefits | 1,211,463.82 | 1,273,600.00 | 62,136.18 | 4.9 |
| Legal Services | 36,419.05 | 90,000.00 | 53,580.95 | 59.5 |
| Advisory Services | 68,546.34 | 82,000.00 | 13,453.66 | 16.4 |
| Audit and Accounting Fees | 32,403.00 | 39,000.00 | 6,597.00 | 16.9 |
| Service Fees | 11,498.17 | 21,000.00 | 9,501.83 | 45.2 |
| Other Professional Services | 818,728.39 | 984,900.00 | 166,171.61 | 16.9 |
| Lease Expense | 309,423.52 | 353,800.00 | 44,376.48 | 12.5 |
| Operations | 4,567,810.51 | 5,514,000.00 | 946,189.49 | 17.2 |
| Utilities | 104,713.48 | 113,600.00 | 8,886.52 | 7.8 |
| Supplies and Materials | 836.79 | 5,000.00 | 4,163.21 | 83.3 |
| Membership and Subscription Fees | 12,539.50 | 41,000.00 | 28,460.50 | 69.4 |
| Office Equipment & Furniture (Non-Capital) | 531.69 | 75,000.00 | 74,468.31 | 99.3 |
| Maintenance/Repairs | 603,989.83 | 484,800.00 | (119,189.83) | (24.6) |
| Training Seminars and Conferences | 3,732.25 | 8,000.00 | 4,267.75 | 53.3 |
| Transportation Expenses | 6,340.46 | 9,000.00 | 2,659.54 | 29.6 |
| Lodging | 5,585.56 | 5,500.00 | (85.56) | (1.6) |
| Meals | 1,087.77 | 3,500.00 | 2,412.23 | 68.9 |
| Other Staff Expenses | 388.05 | 500.00 | 111.95 | 22.4 |
| Advertising | - | 100,000.00 | 100,000.00 | 100.0 |
| Program Management | 61,546.17 | 67,000.00 | 5,453.83 | 8.1 |
| Program Operations | 9,308,145.57 | 9,886,400.00 | 578,254.43 | 5.8 |
| Litigation Settlement | - | 5,000.00 | 5,000.00 | 100.0 |
| Furniture & Equipment | 157,487.79 | 332,000.00 | 174,512.21 | 52.6 |
| Improvements | 17,780.52 | 32,000.00 | 14,219.48 | 44.4 |
| Bad Debt Expense | 52,294.93 | 125,000.00 | 72,705.07 | 58.2 |
| **Total operating expenses** | 17,393,293.16 | 19,651,600.00 | 2,258,306.84 | 11.5 |
| **Operating income (loss)** | 85,194,925.96 | 61,042,400.00 | 24,152,525.96 | 39.6 |
| **Nonoperating revenues (expenses):** | | | | |
| Interest Revenue | 3,329,548.19 | 3,399,600.00 | (70,051.81) | 2.1 |
| Other Miscellaneous Revenue | 2,438,978.67 | - | 2,438,978.67 | N/A |
| Principal Expense | - | (4,580,000.00) | 4,580,000.00 | (100.0) |
| Interest Expense | (23,478,568.58) | (22,201,000.00) | (1,277,568.58) | 5.8 |
| **Total nonoperating revenues (expenses)** | (17,710,041.72) | (23,381,400.00) | 5,671,358.28 | 24.3 |
| Transfers In | 3,500,000.00 | - | 3,500,000.00 | N/A |
| Transfers Out | (685,700.00) | (2,674,200.00) | 1,988,500.00 | (74.4) |
| **Net income (loss)** | **$ 70,299,184.24** | **$ 34,986,800.00** | **$ 35,312,384.24** | **100.9** |

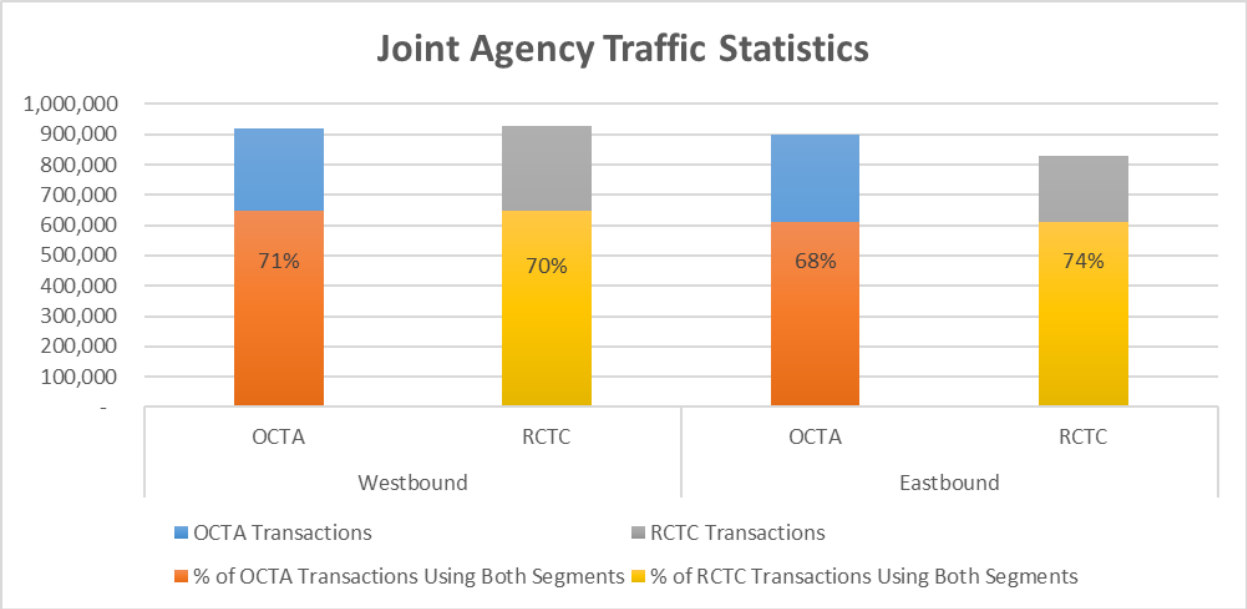
[1] Unaudited

# MULTI AGENCY TRIP AND REVENUE STATISTICS

**MONTH ENDING** **June 30, 2025**

| MTD | Transactions by Agency | Transactions Using Both Segments | % Using Both Segments | Revenue |
|---|---|---|---|---|
| **Westbound** | | | | |
| OCTA | 920,311 | 649,961 | 71% | $2,639,210 |
| RCTC | 927,386 | 649,961 | 70% | $4,445,133 |
| **Eastbound** | | | | |
| OCTA | 899,265 | 612,583 | 68% | $3,059,383 |
| RCTC | 830,367 | 612,583 | 74% | $3,551,249 |

## JOINT AGENCY TRAFFIC STATISTICS



## JOINT AGENCY BACK OFFICE SYSTEM (BOS) AND CUSTOMER SERVICE CENTER (CSC) UPDATE

OCTA and the RCTC staff have continued to monitor the performance of the BOS developed by Cofiroute USA, LLC (CUSA) and the performance in the CSC. In June, the BOS continued to experience sporadic connectivity issues that led to minor service interruptions impacting customers' calling into the call center. The BOS also experienced an issue that did not allow customers to save their credit card on their account without making a payment.

In the CSC, CUSA did not meet the Key Performance Indicators (KPIs) for Average Speed of Answer (KPI 5) and Accuracy of Customer Request Resolution (KPI 13). CUSA met KPI 5 on 19 out of 21 business days. The call center experienced higher call volumes, particularly driven by the timing of customer notifications on Mondays, which contributed to CUSA missing the KPI on two occasions. Additionally, inaccuracies in handling customer cases led to the failure of KPI 13. Staff will continue to work with CUSA to make improvements and monitor the BOS and CSC performance. Staff will provide regular operational updates and will address any ongoing failures promptly.

Operational Acceptance Testing (OAT) was concluded in March. Since then, staff have been working closely with CUSA to close out final documents. As of June, OAT has successfully passed with CUSA meeting contractual requirements. OCTA and RCTC will now work closely with CUSA to close out deferred and punch list items to complete Final Acceptance.

As part of ongoing monitoring, KPI penalties are assessed in accordance with the contract requirements. For the 2025 fiscal YTD, OCTA and RCTC identified performance issues with the BOS and CSC, resulting in estimated penalties totaling $667,426. Of this amount $372,455 is attributed to BOS performance, and $294,971 is attributed to the CSC performance failures. These penalties have been reviewed with CUSA and will be deducted from the corresponding monthly invoice or waived based on staff evaluation. Staff will continue to monitor BOS and CSC performance and report ongoing KPI penalties that are assessed.

## JOINT AGENCY PERFORMANCE MEASURES

| REPORTING REQUIREMENT | PERFORMANCE STANDARD | JUNE 2024 PERFORMANCE |
|---|---|---|
| **Customer Service** | | |
| Service Level /Speed of Answer | Per business day, in which 80% of calls are answered within 60 seconds | 19 of 21 days met (Monthly compliance 90%) |
| Abandon Rate Percentage | Per business day, in which less than 4% of calls are abandoned | 21 of 21 days met (Monthly compliance 100%) |
| Customer Satisfaction Score | Per month, in which the customer satisfaction score does not achieve an average of 4.5 at minimum | Monthly Average 4.88 |
| First Contact Resolution | Per business day, in which 85% of customer calls are resolved on the first contact | 21 of 21 days met (Monthly compliance 100%) |
| Timeliness of Case Resolution | Per business day, in which 90% of cases are resolved within one (1) business day | 21 of 21 days met (Monthly compliance 100%) |
| | Per business day, in which 98% of cases are resolved within five (5) business days | 21 of 21 days met (Monthly compliance 100%) |
| **Mail Performance** | | |
| Processing of Transponder Requests | Per business day, in which 100% of transponder requests are processed within two (2) business days | 21 of 21 days met (Monthly compliance 100%) |
| Payment Processing | Per business day, in which 100% of payments are processed within two (2) business days | 21 of 21 days met (Monthly compliance 100%) |
| **Accounting** | | |
| Customer Refunds Processed | Per business day, in which 100% of all refunds are complete and accurately issued within five (5) business days | 21 of 21 days met (Monthly compliance 100%) |

Each performance measure is assigned a non-compliance point value. Failure to meet the performance measure will result in the associated non-compliance points being applied to the monthly performance scorecard. If the accumulated non-compliance points reach a specified threshold, the customer service invoice for the month will be adjusted by the corresponding penalty percentage.

The Key Performance Indicator for Service Level/Speed of Answer was not met due to an increase in calls on Monday as compared to the rest of the week. The call center experienced higher call volumes, particularly driven by the timing of customer notifications on Mondays, which contributed to CUSA missing the KPI on two occasions. The Call Center Manager is working with CSC supervisors to better monitor lunch and breaks on Mondays.

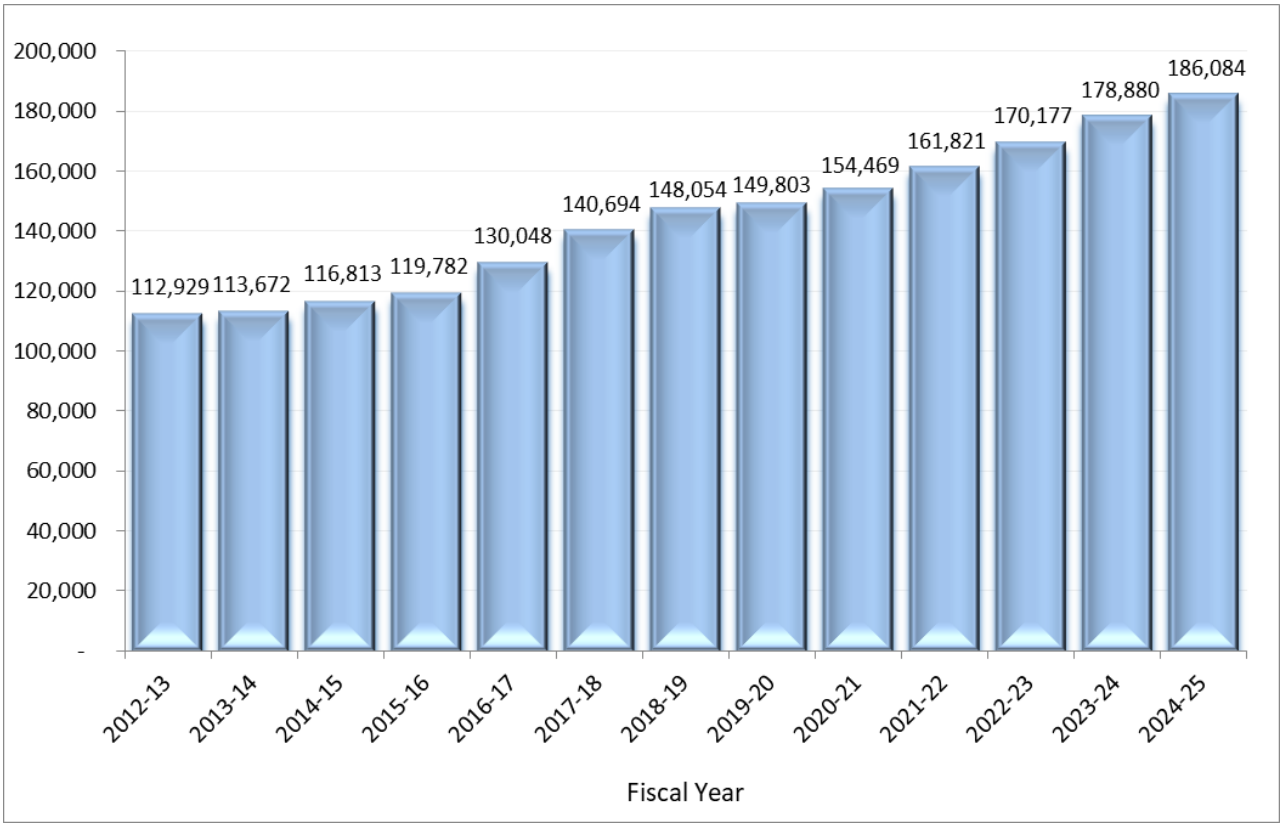
## JOINT AGENCY TRANSPONDER DISTRIBUTION

| 6C TRANSPONDER DISTRIBUTION | June 25 | | May 25 | | FY 2024-25 | |
|---|---|---|---|---|---|---|
| | Tags | % of Total | Tags | % of Total | Average To-Date | |
| Issued | | | | | | |
| To New Accounts | 1,975 | 21% | 1,805 | 17% | 1,542 | 17% |
| Additional Tags to Existing Accounts | 7,351 | 78% | 8,511 | 82% | 7,243 | 79% |
| Replacement Transponders | 156 | 2% | 6 | 0% | 103 | 1% |
| Total Issued | 9,482 | | 10,322 | | 9,158 | |

At the end of June 2025, the 91 EL had 186,084 active customer accounts and 739,969 transponders classified as assigned.

**Number of Accounts by FY**

**As of June 30, 2025**



COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** 405 Express Lanes Update for the Period Ending – June 30, 2025

Finance and Administration Committee Meeting of September 10, 2025

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

**Committee Vote**

No action was taken on this item.

**Staff Recommendation(s)**

Receive and file as an information item.

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** 405 Express Lanes Update for the Period Ending - June 30, 2025

## *Overview*

The Orange County Transportation Authority oversees the operations of the 405 Express Lanes, which commenced operations on December 1, 2023. During the month of June 2025, transactions increased 12.4 percent while trips grew by 8.1 percent on the 405 Express Lanes. This report focuses on the operational and financial activities for the period ending June 30, 2025.

## *Recommendation*

Receive and file as an information item.

## *Background*

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation and the cities of Costa Mesa, Fountain Valley, Huntington Beach, Seal Beach, and Westminster, implemented the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605) (Project). The Project added one general purpose lane in each direction from Euclid Street to I-605, consistent with Measure M2 Project K, and added an additional lane in each direction that combines with the existing high-occupancy vehicle lane to provide dual express lanes in each direction of I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes (405 EL). The 405 EL commenced operations on December 1, 2023.

Motorists using the 405 EL pay tolls using a transponder that automatically deducts the toll amount from a prepaid account. The transponder can be used on any California tolled facility through existing interoperability agreements.

## *Discussion*

The sections below discuss various operational data and information for the 405 EL in greater detail.

Transactions and Trips

The total number of 405 EL transactions for the month of June 2025 totaled 5,889,249, which represents a daily average of 196,308 transactions. This is a 12.4 percent increase in transactions from the same period last year when transactions totaled 5,241,966. In looking at fiscal year (FY) 2024-25, transactions totaled 68.4 million. Traffic in the northbound direction accounted for 54.1 percent of the transactions and the southbound direction accounted for 45.9 percent.

The transactions corresponded to 1,452,857 trips or 48,429 average daily trips. This is an 8.1 percent increase in trips from the same period last year. In looking at FY 2025, trips totaled 17.4 million.

The carpool percentage (two person high-occupancy vehicles and three or more high-occupancy vehicles) for the period ending June 2025 was 23.6 percent.

Gross Potential Toll Revenues (GPTR)

GPTR is defined as the number of trips multiplied by the posted toll for that trip. GPTR will always exceed actual revenues (shown in the monthly report under the Financial Highlights section) because of violations, discounts, or unrecognizable license plates. GPTR results are utilized for the purpose of comparisons to the forecasted amounts for the 405 EL. For the month of June 2025, GPTR for the 405 EL was $3,783,624, and for FY 2025, the amount totaled $43,270,419.

Toll Adjustments

The Board of Directors-adopted Toll Policy requires staff to review traffic volumes on the 405 EL for potential toll adjustments. Based on the traffic volumes and speeds on the 405 EL, no hours in the northbound or southbound directions had a toll adjustment. As of the end of June 2025, toll rates for a full-length trip ranged from a minimum of $2.55 to a maximum of $19.90. After the June 2025 quarter, toll adjustments were made on July 1, 2025, and will be reported in the next Board report.

Number of Accounts and Transponders

The number of active accounts on the 405 EL totaled 22,143 and 45,712 transponders were assigned to those accounts as of June 30, 2025. The largest concentration of accounts continues to be in the City of Long Beach.

Outstanding Debt

As of June 30, 2025, the outstanding amount for the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan totaled $643.7 million. Debt service payments are not due on the TIFIA loan until December 2028 (five years after the substantial completion date of December 1, 2023). The TIFIA loan is rated “Baa2“ by Moody’s.

Operational Update

WSP USA Services Inc. (WSP) is the back-office system (BOS) and customer service center operations provider for the 405 EL. Electronic Transaction Consultants, LLC (ETC), as a subcontractor to WSP, is responsible for the design, development, implementation, and maintenance of the 405 EL BOS. In November 2023, the BOS and customer service center operations began preparations and officially went live in December 2023. Although go-live was achieved in December 2023, WSP/ETC has yet to deliver a BOS with full system functionalities. Since go-live, staff, in conjunction with the project management consultant for the 405 EL, have worked with the WSP/ETC team to resolve system defects/software fixes, while concurrently supporting system design, testing, and implementation of new software functionality. The delay in implementing some of the functionalities has resulted in WSP/ETC being unable to meet some of the key performance indicators. The team will continuously work with the WSP/ETC team to resolve issues as they arise and to implement new BOS and operations functionalities to be deployed.

During the month of June 2025, some of the operational key performance indicators were not met. These include service level/speed of answer, abandon rate, processing of transponder requests, and processing customer refunds. The performance measures were not met due to an unexpected number of customer representative absences, increased call volumes, and other system issues. Failure to meet performance measures results in associated non-compliance points being applied to the monthly performance scorecard. If the accumulated non-compliance points reach a specified threshold, the invoice for the month will be adjusted by the corresponding penalty percentage.

***Summary***

The operational report for the 405 Express Lanes for the period ending June 30, 2025, is provided for Board of Directors' review. The report provides a summary of key operational and financial activities.

***Attachment***

A. 405 Express Lanes Status Report, June 2025

**Prepared by:**



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

**ATTACHMENT A**

**Orange County Transportation Authority**

# Status Report
# June 2025

As of June 30, 2025

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# OPERATIONS OVERVIEW

Transactions on the 405 Express Lanes (405 EL) for June 2025 totaled 5,889,249, which represents a daily average of 196,308 transactions. Traffic in the northbound direction accounted for 54.1 percent of the transactions, and the southbound direction accounted for 45.9 percent. The total transactions corresponded to 1,452,857 trips, of which 38.4 percent were full-segment trips. Average daily trips amounted to 48,429 vehicles for the month. Gross potential toll revenue for June 2025 was $3,783,624.

Month-to-date (MTD) and fiscal year-to-date (YTD) traffic and revenue data are summarized in the tables below. The following tables include traffic and revenue data, number of transactions, and associated gross potential revenue for the month of June 2025 and fiscal YTD for the months of July 2024 through June 2025.

**Current MTD as of June 30, 2025**

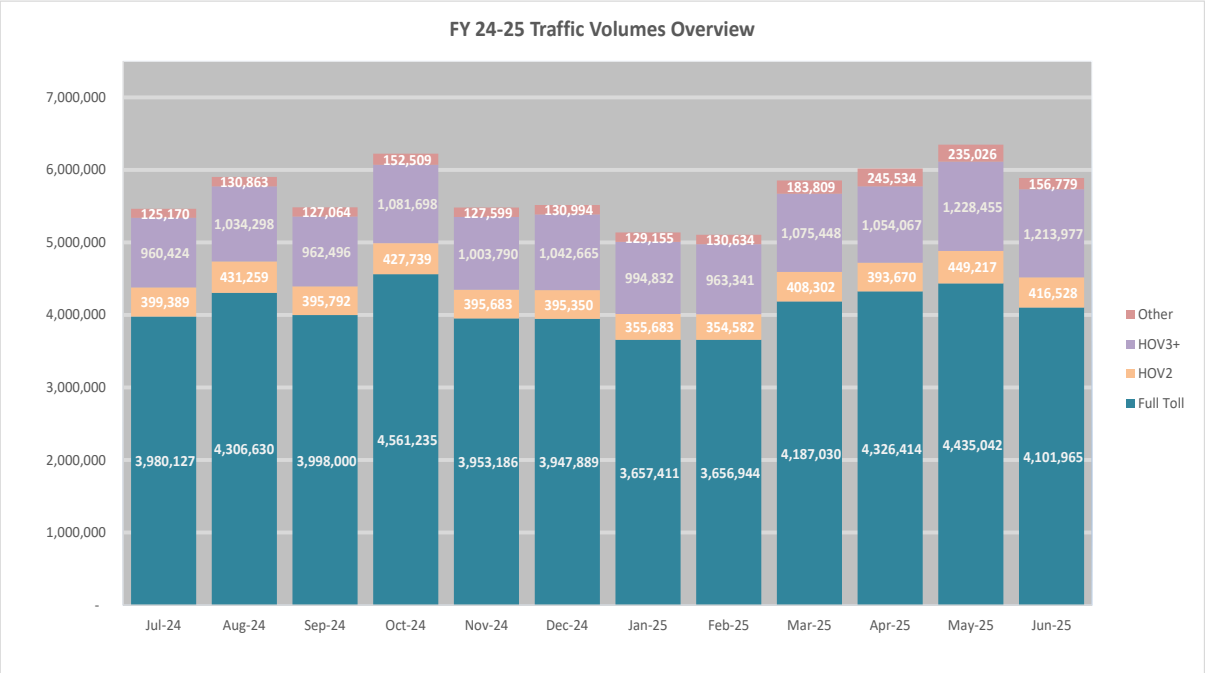
| Transactions | June-25 MTD Actual | June-24 MTD Actual | Yr-to-Yr % Variance |
|---|---|---|---|
| Full Toll | 4,101,965 | 3,819,500 | 7.4% |
| Two Persons High Occupancy Vehicle (HOV2) | 416,528 | 393,214 | 5.9% |
| Three or More Persons High Occupancy Vehicle (HOV3+) | 1,213,977 | 907,446 | 33.8% |
| Other (Clean Air Vehicles, Motorcycles, Designated/Disabled Plates) | 156,779 | 121,820 | 28.7% |
| Total Transactions | 5,889,249 | 5,241,980 | 12.3% |
| **Trips** | | | |
| Full Toll | 1,033,157 | 999,000 | 3.4% |
| Two Persons High Occupancy Vehicle (HOV2) | 96,752 | 94,228 | 2.7% |
| Three or More Persons High Occupancy Vehicle (HOV3+) | 281,553 | 216,640 | 30.0% |
| Other (Clean Air Vehicles, Motorcycles, Designated/Disabled Plates) | 41,395 | 33,731 | 22.7% |
| Total Trips | 1,452,857 | 1,343,599 | 8.1% |
| **Revenue** | | | |
| Full Toll | $ 3,509,119 | $ 2,660,636 | 31.9% |
| Special Rate (Clean Air Vehicles and Peak HOV2) | $ 274,505 | $ 193,632 | 41.8% |
| Total Gross Potential Toll Revenue | $ 3,783,624 | $ 2,854,268 | 32.6% |

**Fiscal Year (FY) 2024-25 YTD as of June 30, 2025**

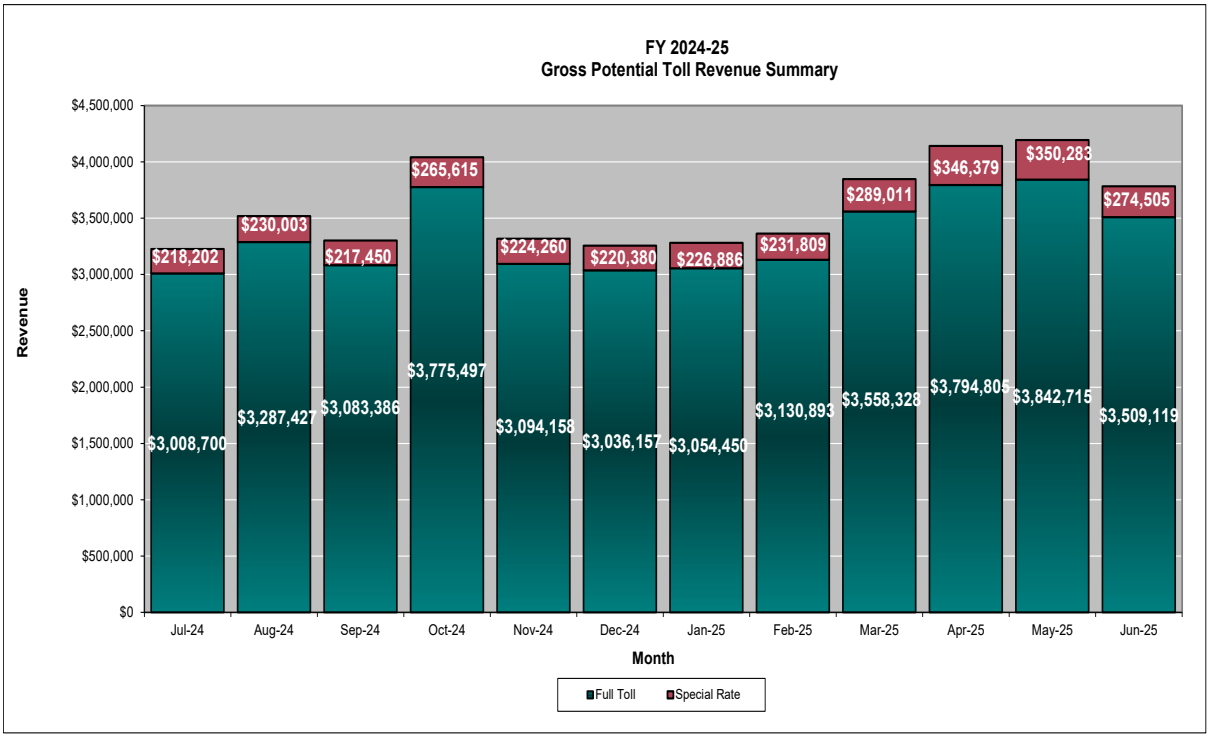
| Transactions | FY 2024-25 YTD Actual |
|---|---|
| Full Toll | 49,111,873 |
| Two Persons High Occupancy Vehicle (HOV2) | 4,823,194 |
| Three or More Persons High Occupancy Vehicle (HOV3+) | 12,615,491 |
| Other (Clean Air Vehicles, Motorcycles, Designated/Disabled Plates) | 1,875,136 |
| Total Transactions | 68,425,694 |
| **Trips** | |
| Full Toll | 12,769,501 |
| Two Persons High Occupancy Vehicle (HOV2) | 1,131,850 |
| Three or More Persons High Occupancy Vehicle (HOV3+) | 2,969,770 |
| Other (Clean Air Vehicles, Motorcycles, Designated/Disabled Plates) | 511,871 |
| Total Trips | 17,382,992 |
| **Revenue** | |
| Full Toll | $ 40,175,635 |
| Special Rate (Clean Air Vehicles and Peak HOV2) | $ 3,094,784 |
| Total Gross Potential Toll Revenue | $ 43,270,419 |

## 405 EXPRESS LANES TRANSACTIONS AND REVENUE SUMMARY

The chart below reflects the traffic volume breakdown between full toll transactions and special rate transactions for FY 2024-25 on a monthly basis.




The chart below reflects the gross potential revenue breakdown between full toll trips and special rate trips for FY 2024-25 on a monthly basis.



## OCTA OPERATIONAL HIGHLIGHTS

### On-Road Operations

OCTA Freeway Service Patrol responded to 72 calls during the month of June. Of those calls, 59 were to assist disabled vehicles, six were in response to traffic hazards, and seven were assisting with vehicle collisions in the 405 EL.

### 405 Express Lanes Back Office System Update

WSP USA Services Inc., (WSP) is the Back Office system (BOS) and customer service center operations services provider for the 405 EL. Electronic Transaction Consultants, LLC., (ETC) as a subcontractor to WSP, is responsible for the design, development, implementation, and maintenance of the 405 EL BOS. In November 2023, the BOS and customer service center operations began preparations and officially went live in December 2023. Although go-live was achieved in December 2023, WSP/ETC has yet to deliver a BOS with full system functionalities. Since go-live, staff in conjunction with the project management consultant for the 405 EL, have worked with the WSP/ETC team to resolve system defects/software fixes, while concurrently supporting system design, testing, and implementation of new software functionality. The delay in implementing some of the functionalities has resulted in WSP/ETC being unable to meet some of the key performance indicators. The team will continuously work with the WSP/ETC team to resolve issues as they arise and to implement new BOS and operations functionalities to be deployed.

During the month of June 2025, some of the operational key performance indicators were not met. These include service level/speed of answer, abandon rate, processing of transponder requests, and processing customer refunds. The performance measures were not met due to an unexpected number of customer representative absences, increased call volumes, and other system issues. Failure to meet performance measures results in associated non-compliance points being applied to the monthly performance scorecard. If the accumulated non-compliance points reach a specified threshold, the invoice for the month will be adjusted by the corresponding penalty percentage.

# FINANCIAL HIGHLIGHTS

## 405 Express Lanes
## Operating Statement

| | YTD as of : | 6/30/2025 | YTD Variance | |
|---|---|---|---|---|
| **Description** | **Actual [1] [5]** | **Budget [1]** | **Dollar $** | **Percent (%)** |
| | | | | |
| **Operating revenues:** | | | | |
| Toll Revenue | $ 40,480,670 | $ 27,874,781 | $ 12,605,889 | 45.2 |
| Fee Revenue | $ 9,844,868 | $ 490,581 | $ 9,354,287 | 1,906.8 |
| **Total operating revenues** | $ 50,325,538 | $ 28,365,362 | $ 21,960,176 | 77.4 |
| | | | | |
| **Operating expenses:** | | | | |
| Contracted Services | $ 6,698,662 | $ 13,743,410 | $ 7,044,748 | 51.3 |
| Administrative Fee | $ 3,466,104 | $ 4,151,776 | $ 685,672 | 16.5 |
| Other Professional Services | $ 4,411,274 | $ 3,159,400 | $ (1,251,874) | (39.6) |
| Credit Card Processing Fees | $ 1,195,120 | $ 1,575,000 | $ 379,880 | 24.1 |
| Toll Road Account Servicing | $ - | $ 462,000 | $ 462,000 | 100.0 |
| Other Insurance Expense | $ 48,196 | $ 385,000 | $ 336,804 | 87.5 |
| Toll Road Maintenance Supply Repairs | $ 69,836 | $ 950,000 | $ 880,164 | 92.6 |
| Patrol Services | $ 1,338,526 | $ 1,200,000 | $ (138,526) | (11.5) |
| Building Equipment Repairs and Maint | $ 2,951,358 | $ 2,670,545 | $ (280,813) | (10.5) |
| 6C Transponders | $ 6,700 | $ - | $ (6,700) | N/A |
| Other Services | $ 7,500 | $ 157,500 | $ 150,000 | 95.2 |
| Utilities | $ 85,120 | $ 212,350 | $ 127,230 | 59.9 |
| Office Expense | $ 968,405 | $ 970,000 | $ 1,595 | 0.2 |
| Bad Debt Expense | $ 0 | $ - | $ (0) | N/A |
| Miscellaneous [2] | $ 21,019 | $ 52,000 | $ 30,981 | 59.6 |
| Leases | $ 514,479 | $ 560,000 | $ 45,521 | 8.1 |
| **Total operating expenses** | $ 21,782,300 | $ 30,248,981 | $ 8,466,681 | 28.0 |
| Depreciation and Amortization [3] | $ 13,877,928 | $ - | $ (13,877,928) | N/A |
| | | | | |
| **Operating income (loss)** | $ 14,665,310 | $ (1,883,619) | $ 16,548,929 | (878.6) |
| | | | | |
| **Nonoperating revenues (expenses):** | | | | |
| Reimbursement from Other Agencies | $ - | $ - | $ - | N/A |
| Interest Income | $ 3,458,441 | $ - | $ 3,458,441 | N/A |
| Interest Expense | $ (5,684,770) | $ (12,354,898) | $ 6,670,128 | 54.0 |
| Other | $ 9,085 | $ - | $ 9,085 | N/A |
| **Total nonoperating revenues (expenses)** | $ (2,217,245) | $ (12,354,898) | $ 10,137,653 | 82.1 |
| | | | | |
| Transfers In | $ - | $ - | $ - | N/A |
| Transfers Out [4] | $ (54,824) | $ (12,373,292) | $ 12,318,468 | 99.6 |
| | | | | |
| **Net income (loss)** | **$ 12,393,242** | **$ (26,611,809)** | **$ 39,005,051** | **(146.6)** |

[1]Actual amounts are accounted for on the accrual basis of accounting in an enterprise fund. Budget amounts are accounted for on a modified accrual basis of accounting.

[2]Miscellaneous expenses include: Bank Service Charge, Travel, Mileage, Business Expenses

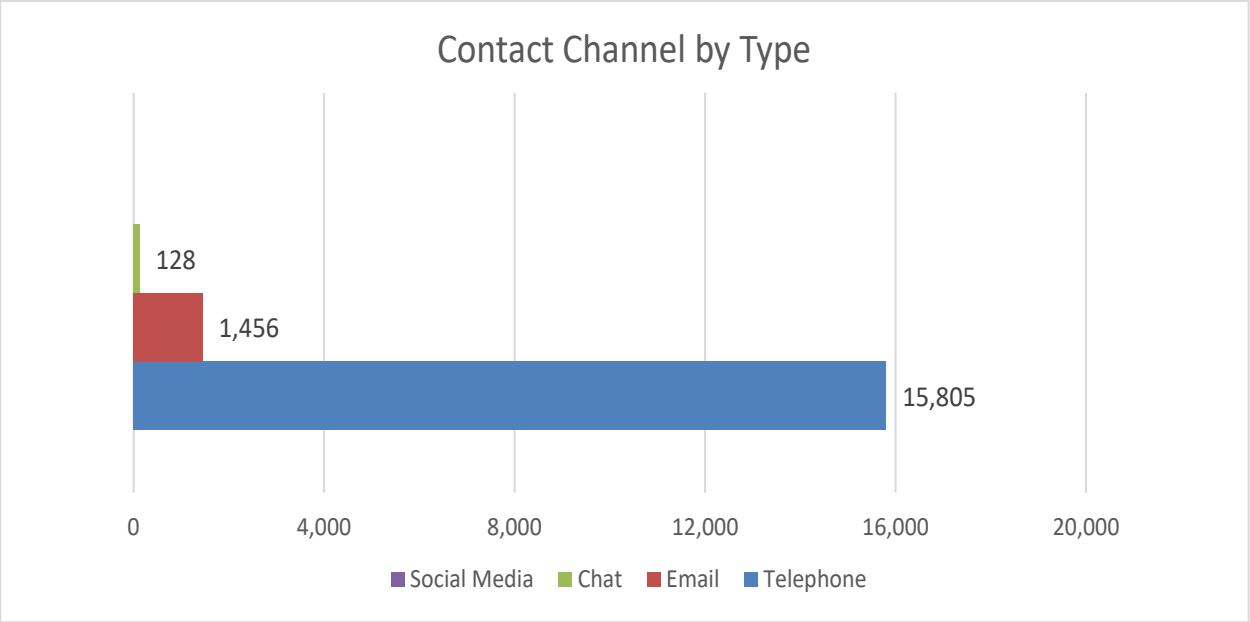
[3]Depreciation and amortization are not budgeted items.

[4]Transfers Out budgeted for capital assets purchase.

[5]Actuals are preliminary pre-closing amounts for FY 24-25. Final numbers will be shown in the audited financial statements.

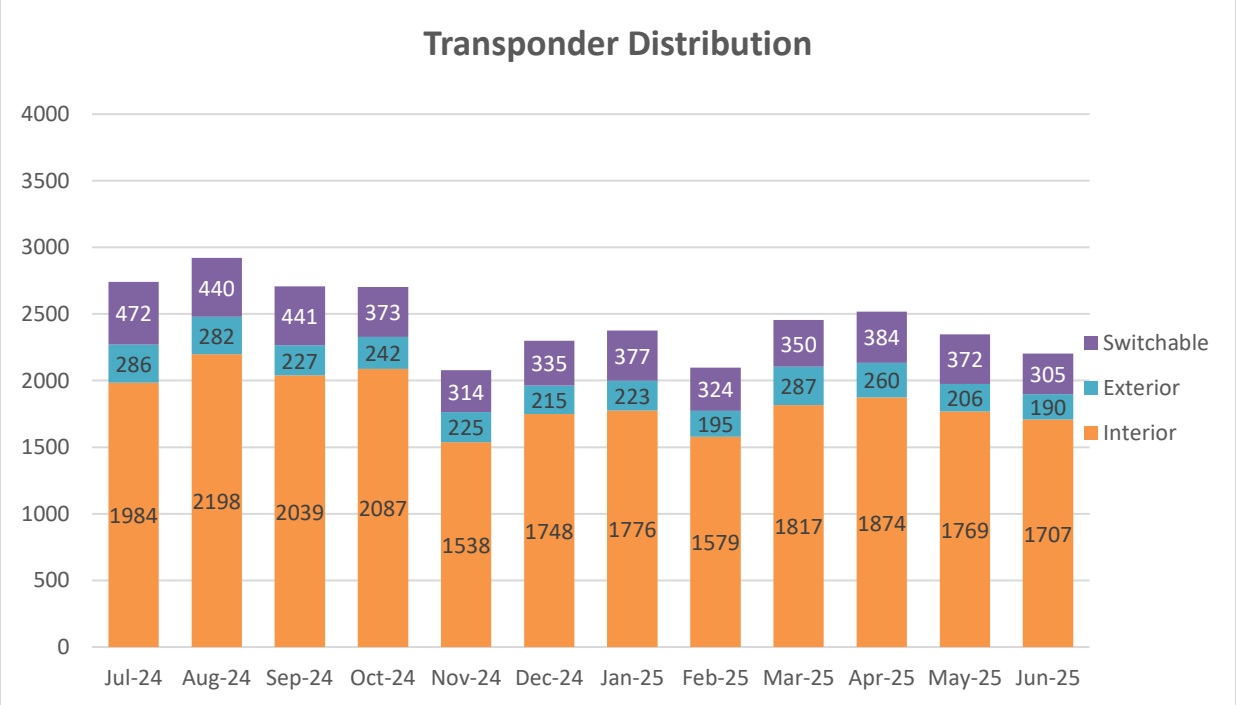
## CUSTOMER SERVICE CENTER ACTIVITIES

For the month of June, the customer service center received 17,389 contacts by various channels. The chart below depicts the number of contacts received by channel type.



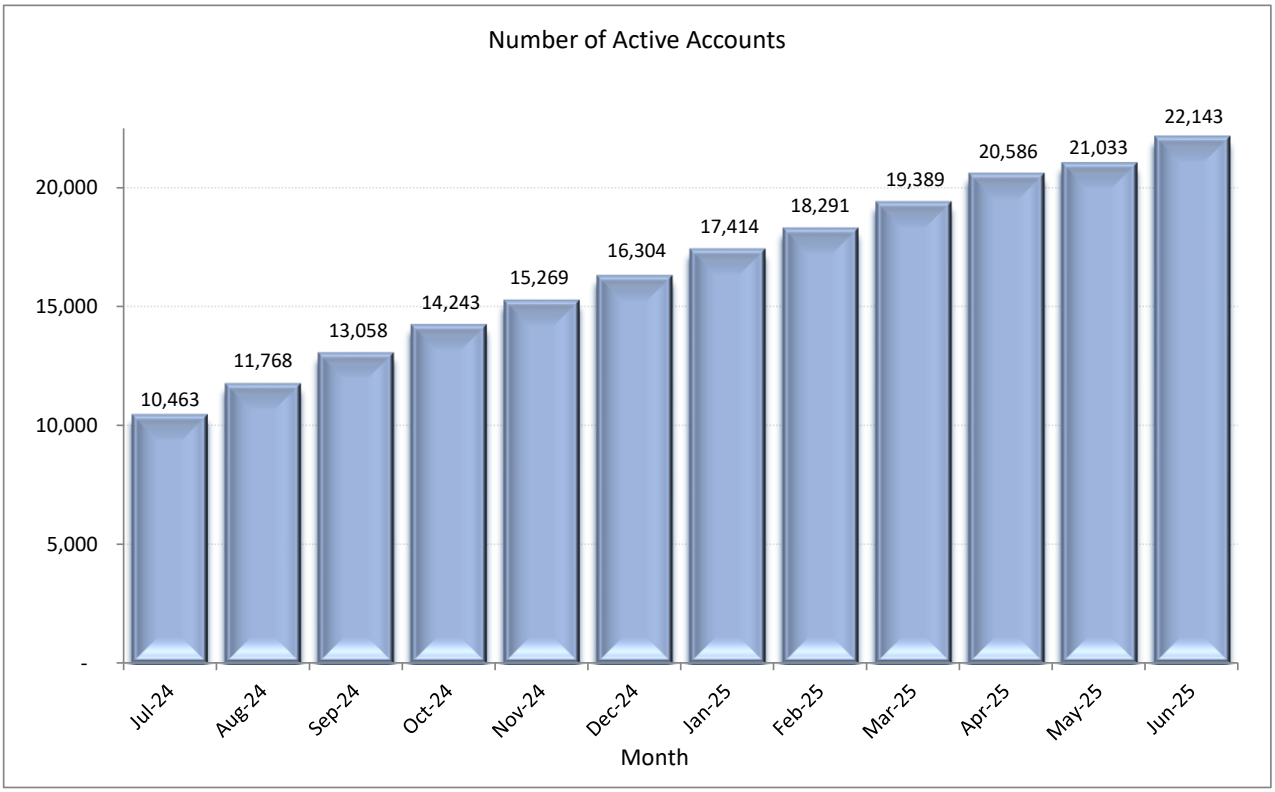

## 405 EXPRESS LANES TRANSPONDER DISTRIBUTION

The chart below reflects the number and types of transponders issued by the 405 EL by month. As of June 30, 2025, the 405 EL had issued 45,712 transponders.



## NUMBER OF ACTIVE ACCOUNTS BY MONTH

As of June 30, 2025, the 405 EL had 22,143 active customer accounts.



# KEY PERFORMANCE STATISTICS

The table below reflects the key performance statistics for the month of June 2025.

| REPORTING REQUIREMENT | PERFORMANCE STANDARD | JUNE 2025 PERFORMANCE | |
|---|---|---|---|
| **Customer Service** | | | |
| Service Level /Speed of Answer | Per business day, in which 80% of calls are answered within 60 seconds | 17 of 21 days met | * |
| Abandon Rate Percentage | Per business day, in which less than 4% of calls are abandoned | 20 of 21 days met | ** |
| Customer Satisfaction Score | Per month, in which the customer satisfaction score does not achieve an average of 4.5 at minimum | Monthly Average 4.69 | |
| First Contact Resolution | Per business day, in which 85% of customer calls are resolved on the first contact | 21 of 21 days met | |
| Timeliness of Case Resolution | Per business day, in which 90% of cases are resolved within one (1) business day | 21 of 21 days met | |
| | Per business day, in which 98% of cases are resolved within five (5) business days | 21 of 21 days met | |
| **Mail Performance** | | | |
| Processing of Transponder Requests | Per business day, in which 100% of transponder requests are processed within two (2) business days | 15 of 21 days met | *** |
| Payment Processing | Per business day, in which 100% of payments are processed within two (2) business days | 21 of 21 days met | |
| **Accounting** | | | |
| Customer Refunds Processed | Per business day, in which 100% of all refunds are complete and accurately issued within five (5) business days | 4 of 21 days met | **** |

Each performance measure is assigned a non-compliance point value. Failure to meet the performance measure will result in the associated non-compliance points being applied to the monthly performance scorecard. If the accumulated non-compliance points reached a specified threshold, the customer service invoice for the month will be adjusted by the corresponding penalty percentage.

* The performance measure was not met on four days due to increased call volume and unexpected increased in customer service representatives absenteeism.

** The performance measure was not met due to an increase in call volume and unplanned absenteeism, which led to an increase in hold times and abandoned calls.

*** The performance measure was not met due to a system issue that prevents some transponder orders from moving from the back-office system to the fulfillment application.

****The performance measure was not met due to undelivered system functionality that prevents WSP from issuing check refunds during the required time frame.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Orange County Transportation Authority Investment and Debt Programs Report – July 2025

Finance and Administration Committee Meeting of September 10, 2025

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

**Committee Vote**

No action was taken on this item.

**Staff Recommendation(s)**

Receive and file as an information item.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Orange County Transportation Authority Investment and Debt Programs Report – July 2025

## *Overview*

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending July 31, 2025. The report has been reviewed and is consistent with the investment practices contained in the investment policy.

## *Recommendation*

Receive and file as an information item.

## *Discussion*

As of July 31, 2025, the Orange County Transportation Authority's (OCTA) outstanding investments totaled $3.1 billion. The portfolio is divided into two portfolios: the liquid portfolio for immediate cash needs and the managed portfolio for future budgeted expenditures. In addition to these portfolios, OCTA has funds invested in debt service reserve funds for the 91 Express Lanes Program.

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

The weighted average book yield for OCTA's managed portfolio is 4.33 percent. The book yield measures the exact income, or interest, on a bond without regard

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

OCTA's month-end balance in the Local Agency Investment Fund (LAIF), a pooled investment fund for California local agencies, was $7,358,822, with an average monthly effective yield of 4.26 percent. The LAIF offers local agencies an opportunity to invest funds in a diversified portfolio of high-quality, short-term securities managed by the State Treasurer's Office. OCTA's month-end balance in the Orange County Investment Pool (OCIP), a collective investment fund for local government entities in Orange County, was $76,971, with the monthly gross yield of 4.05 percent. The OCIP allows local government entities to invest funds in a diversified portfolio managed by the Orange County Treasurer-Tax Collector's Office, aiming for competitive returns while prioritizing safety and liquidity. Mandated by the Transportation Development Act (TDA), OCTA is obliged to participate in the OCIP. It serves as a temporary holding account for TDA funds until claimed by OCTA and then processed by the County of Orange. This framework ensures effective fund management and adherence to regulatory compliance.

During the month of July, no security held within OCTA's investment portfolio was downgraded or placed on Negative Credit Watch. Please refer to A-4 (Rating Downgrades and Negative Credit Watch) of Attachment A for further details.

OCTA's debt program is separate from its investment program and is comprised of M2 Sales Tax Revenue Bonds, 91 Express Lanes Toll Road Revenue Bonds, and the 2021 Transportation Infrastructure Finance and Innovation Act Loan. The debt program currently has an outstanding principal balance of $1.2 billion as of July 31, 2025. Approximately 44 percent of the outstanding balance is comprised of M2 debt, three percent is associated with the 91 Express Lanes Program, and 53 percent is associated with the 405 Express Lanes.

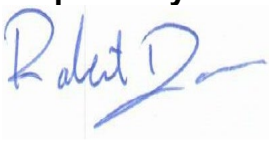
***Summary***

The Treasurer is submitting a copy of the Orange County Transportation Authority Investment and Debt Programs report to the Finance and Administration Committee. The report is for the month ending July 31, 2025.

***Attachments***

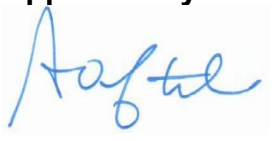
A. Orange County Transportation Authority Investment and Debt Programs – For the Period Ending July 31, 2025
B. Orange County Transportation Authority Portfolio Listing as of July 31, 2025

**Prepared by:**



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

**Approved by:**

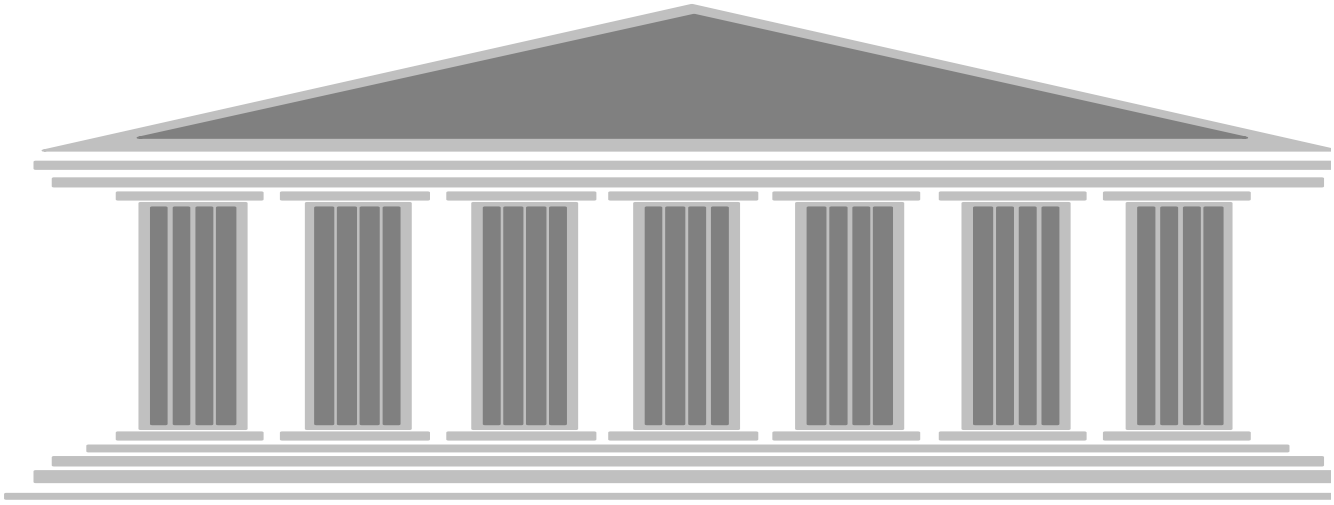


Andrew Oftelie
Chief Financial Officer
Finance and Administration
(714) 560-5649

**ATTACHMENT A**

# Treasury/Public Finance Department's Report On

# Orange County Transportation Authority
## Investment and Debt Programs



## Presented to the Finance and Administration Committee

## For The Period Ending July 31, 2025

# INVESTMENT PROGRAM

# OCTA Investment Dashboard

**7/31/2025**

## Safety of Principal

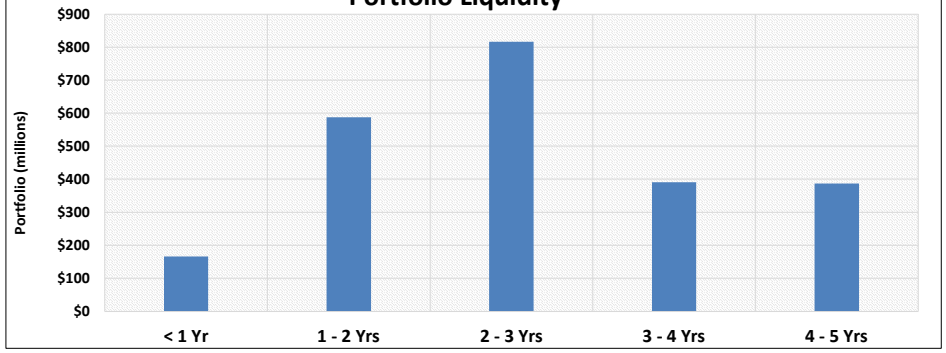
**Securities that fell below OCTA's minimum credit quality requirements during the month of July 2025:**
N/A

**Securities currently held within OCTA's portfolio that fell below OCTA's minimum credit quality requirements during prior reporting periods:**
Two Keybank securities held within OCTA's investment portfolio were downgraded below minimum credit quality requirements for the month of October 2023

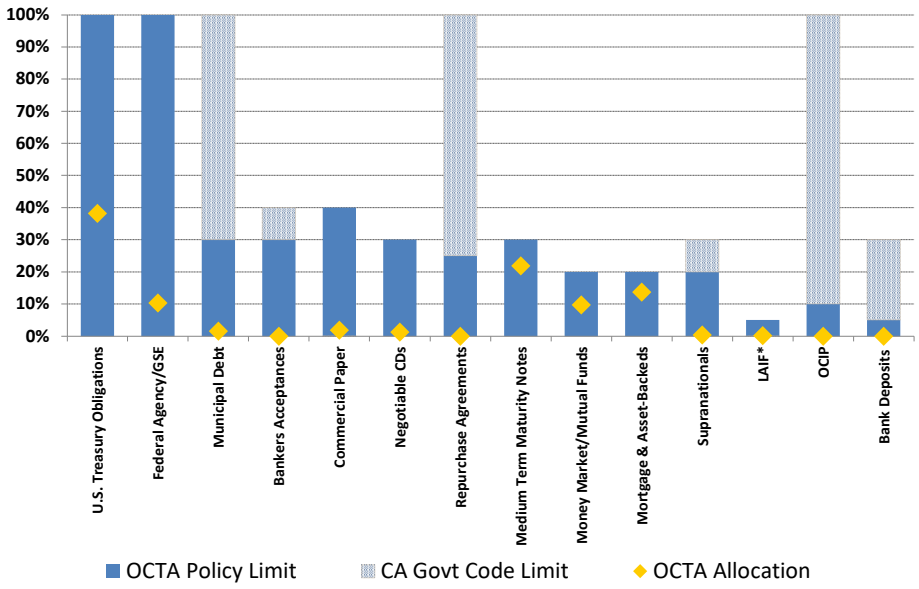
**Securities downgraded or placed on Negative Credit Watch during the month of July 2025, but remain in compliance with OCTA's Investment Policy:**
N/A

For further details please refer to A-4 of this report.

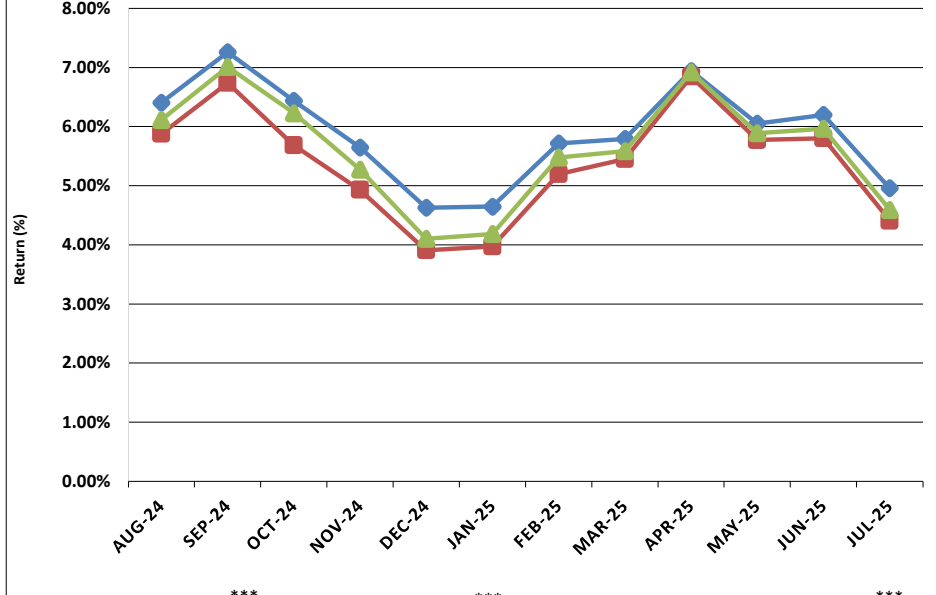
## Portfolio Liquidity(1)




## Portfolio Diversification **




## Total Return - 12 Month(1)




1. Reflects Managed Portfolio.

* Per CA Government Code LAIF limit is $75 million

** Per OCTA's Investment Policy the limit is 30% for variable and floating rate securities. As of July 31, 2025, 8.1% of the portfolio was invested in variable & floating rate securities.

*** Actual portfolio returns represent the aggregate performance of the managed portfolio.
The Treasury Benchmark is the 1-3 Year Treasury Index through September 2024 and transitions to a market value-weighted blend of the 1-3 Year and 1-5 Year Treasury Indices starting October 2024.
The Corporate & Government Benchmark is the 1-3 Year AAA-A U.S. Corporate & Government Index through September 2024 and shifts to a market value-weighted blend of the 1-3 Year and 1-5 Year AAA-A U.S. Corporate & Government Indices beginning October 2024.

# Investment Compliance
**7/31/2025**

| Portfolio Subject to Investment Policy | | | | |
|---|---|---|---|---|
| **Managed/Liquid Portfolio[1]** | | **Dollar Amount Invested** | **Percent Of Portfolio** | **Maximum Percentages** |
| U.S. Treasury Obligations | $ | 1,014,103,380 | 38.3% | 100% |
| Federal Agency/GSE | | 274,833,971 | 10.4% | 100% |
| Municipal Debt | $ | 43,658,989 | 1.6% | 30% |
| Commercial Paper | | 52,453,528 | 2.0% | 40% |
| Negotiable Certificates of Deposit | $ | 35,775,000 | 1.4% | 30% |
| Repurchase Agreements | | - | 0.0% | 25% |
| Medium Term Maturity Notes/Corporates | $ | 581,058,985 | 21.9% | 30% |
| Money Market/Mutual Funds | | 260,701,729 | 9.8% | 20% |
| Mortgage & Asset-Backed | $ | 366,287,306 | 13.8% | 20% |
| Supranationals | | 11,786,289 | 0.4% | 20% |
| Local Agency Investment Fund | $ | 7,358,822 | 0.3% | $ 75 Million |
| Orange County Investment Pool | | 76,971 | 0.0% | 10% |
| Bank Deposits | $ | 556,823 | 0.0% | 5% |
| **Total Managed/Liquid Portfolio[2]** | **$** | **2,648,651,794** | | |

1. Excludes portion of Liquid Portfolio subject to Indenture

2. Includes variable & floating rate securities invested in the amount of $214,189,848 (8.1% of total Managed/Liquid portfolio) and subject to 30% limit per OCTA's Investment Policy.

| Portfolio Subject to Indenture/Grant Funding Agreement | | | | | |
|---|---|---|---|---|---|
| | | | **OCTA** | **Indenture/Funding Agreement Requirements** | |
| **Portfolio** | | **Dollar Amount Invested** | **Credit Quality** | **Term** | **Min. Credit Quality** | **Max. Term** |
| **Liquid Portfolio*** | | | | | | |
| Government Obligations MMKT Fund | | 203,324,459 | "AAAm" | N/A | AAA Category | N/A |
| Government Obligations MMKT Fund | | 21,569,439 | "AAAm"/"Aammf" | N/A | AAA Category | N/A |
| Bank Deposits | | 24,386 | N/A | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 82,888,098 | "AAAm"/"Aaa-mf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 25,000,000 | "AAAm"/"Aaa-mf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 21,100,237 | "AAAm"/"Aaa-mf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 27,552,510 | "AAAm"/"Aammf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 26,521,510 | "AAAm"/"Aaa-mf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund ** | | 26,500,000 | "AAAm"/"Aaa-mf" | N/A | N/A | N/A |
| Bank Deposits ** | | 107,480 | N/A | N/A | N/A | N/A |
| **Total Liquid Portfolio** | **$** | **434,588,119** | | | | |
| **Reserve Funds Portfolio** | | | | | | |
| Government Obligations MMKT Fund | | 5,419,888 | "AAAm"/ "Aaa-mf"/"AAAmmf" | N/A | N/A | N/A |
| Negotiable Certificates of Deposit | | 5,000,000 | "A-1"/"P-1"/"F1+" | 266 days | "A-1"/"P-1"/"F1" | 270 days |
| Negotiable Certificates of Deposit | | 3,000,000 | "A-1"/"P-1"/"F1+" | 266 days | "A-1"/"P-1"/"F1" | 270 days |
| Government Obligations MMKT Fund *** | | 7,158,128 | "AAAm"/ "Aaa-mf"/"AAAmmf" | N/A | N/A | N/A |
| Government Obligations MMKT Fund **** | | 43,163,759 | "AAAm"/ "Aaa-mf"/"AAAmmf" | N/A | N/A | N/A |
| Bank Deposits | | 153,840 | N/A | N/A | N/A | N/A |
| **Total Reserve Funds Portfolio** | **$** | **63,895,615** | | | | |
| **Total Portfolio Subject to Indenture** | **$** | **498,483,734** | | | | |
| **Portfolio Total** | **$** | **3,147,135,528** | | | | |

* Reflects portion of Liquid Portfolio subject to Indenture (OCTA Sales Tax Revenue) or Grant Funding Agreement
** Senate Bill (SB) 125 Grant Funding
*** 91 EL Debt Service Fund
**** Funds subject to 2021 TIFIA Loan Agreement

# *Managed Portfolio*
# *Sector Allocation and Performance Overview*
## *7/31/2025*

| Book/Market Value | CHANDLER | METLIFE | PFM | Payden & Rygel | Total Portfolio |
|---|---|---|---|---|---|
| **Total Portfolio:** | | | | | |
| Book Value | $ 582,506,986 | $ 585,532,765 | $ 586,939,288 | $ 592,788,299 | $ 2,347,767,337 |
| Market Value with Accrued Interest | $ 592,942,737 | $ 593,630,371 | $ 594,951,396 | $ 599,939,692 | $ 2,381,464,197 |
| **1-3 Year Portfolio:** | | | | | |
| Book Value | $ 383,714,027 | $ 390,825,102 | $ 414,279,902 | $ 394,540,300 | $ 1,583,359,331 |
| Market Value with Accrued Interest | $ 390,798,578 | $ 396,290,320 | $ 420,282,419 | $ 399,709,922 | $ 1,607,081,239 |
| **1-5 Year Portfolio:** | | | | | |
| Book Value | $ 198,792,959 | $ 194,707,663 | $ 172,659,386 | $ 198,247,999 | $ 764,408,006 |
| Market Value with Accrued Interest | $ 202,144,159 | $ 197,340,051 | $ 174,668,977 | $ 200,229,770 | $ 774,382,958 |

| Sector Allocation | CHANDLER | METLIFE | PFM | Payden & Rygel | Total Portfolio |
|---|---|---|---|---|---|
| **Total Portfolio:** | | | | | |
| U.S. Treasury Obligations | 35.3% | 46.0% | 40.4% | 51.0% | 43.2% |
| Federal Agency/GSE | 26.0% | 4.5% | 14.4% | 2.1% | 11.7% |
| Municipal Debt | 0.5% | 4.9% | 0.3% | 1.8% | 1.9% |
| Negotiable Certificates of Deposit | 0.0% | 0.0% | 1.8% | 0.0% | 0.5% |
| Medium Term Maturity Notes | 23.9% | 27.6% | 24.1% | 23.4% | 24.7% |
| Money Market/Mutual Funds | 2.6% | 1.2% | 0.3% | 3.7% | 1.9% |
| Mortg & Asset Backed Sec | 9.7% | 15.9% | 18.7% | 18.0% | 15.6% |
| Supranationals | 2.0% | 0.0% | 0.0% | 0.0% | 0.5% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| **1-3 Year Portfolio:** | | | | | |
| U.S. Treasury Obligations | 37.1% | 48.6% | 41.4% | 51.0% | 44.5% |
| Federal Agency/GSE | 21.8% | 3.6% | 13.2% | 2.3% | 10.2% |
| Municipal Debt | 0.0% | 4.5% | 0.3% | 1.9% | 1.7% |
| Negotiable Certificates of Deposit | 0.0% | 0.0% | 1.9% | 0.0% | 0.5% |
| Medium Term Maturity Notes | 25.3% | 26.8% | 23.4% | 23.7% | 24.8% |
| Money Market/Mutual Funds | 3.0% | 1.2% | 0.2% | 3.2% | 1.9% |
| Mortg & Asset Backed Sec | 10.6% | 15.3% | 19.6% | 17.9% | 15.9% |
| Supranationals | 2.2% | 0.0% | 0.0% | 0.0% | 0.5% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| **1-5 Year Portfolio:** | | | | | |
| U.S. Treasury Obligations | 31.7% | 40.7% | 38.0% | 51.1% | 40.4% |
| Federal Agency/GSE | 34.1% | 6.3% | 17.3% | 1.7% | 14.8% |
| Municipal Debt | 1.4% | 5.6% | 0.3% | 1.7% | 2.3% |
| Negotiable Certificates of Deposit | 0.0% | 0.0% | 1.7% | 0.0% | 0.4% |
| Medium Term Maturity Notes | 21.2% | 29.2% | 25.7% | 22.9% | 24.7% |
| Money Market/Mutual Funds | 1.7% | 1.3% | 0.3% | 4.6% | 2.0% |
| Mortg & Asset Backed Sec | 8.1% | 17.0% | 16.7% | 18.1% | 14.9% |
| Supranationals | 1.8% | 0.0% | 0.0% | 0.0% | 0.5% |
| Total | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |

| Portfolio Characteristics | CHANDLER | METLIFE | PFM | Payden & Rygel | Total Portfolio | * US Treasury Benchmark | ** Corp./Govt. Benchmark |
|---|---|---|---|---|---|---|---|
| **Total Portfolio:** | | | | | | | |
| Weighted Average Life | 2.27 | 2.39 | 2.12 | 2.28 | 2.26 | n/a | n/a |
| Duration | 2.09 | 2.16 | 1.96 | 2.08 | 2.07 | 1.98 | 1.99 |
| Monthly Yield (Annualized) | 4.15% | 4.20% | 4.19% | 4.17% | 4.18% | 3.98% | 4.13% |
| **1-3 Year Portfolio:** | | | | | | | |
| Weighted Average Life | 1.98 | 2.15 | 1.88 | 2.02 | 2.00 | n/a | n/a |
| Duration | 1.84 | 1.94 | 1.75 | 1.85 | 1.85 | 1.75 | 1.75 |
| Monthly Yield (Annualized) | 4.15% | 4.20% | 4.19% | 4.18% | 4.18% | 3.99% | 4.13% |
| **1-5 Year Portfolio:** | | | | | | | |
| Weighted Average Life | 2.82 | 2.87 | 2.69 | 2.81 | 2.80 | n/a | n/a |
| Duration | 2.56 | 2.60 | 2.47 | 2.54 | 2.54 | 2.46 | 2.50 |
| Monthly Yield (Annualized) | 4.15% | 4.21% | 4.18% | 4.16% | 4.18% | 3.96% | 4.14% |

| Portfolio Performance (Total Rate of Return) | CHANDLER | METLIFE | PFM | Payden & Rygel | Total Portfolio | * US Treasury Benchmark | ** Corp./Govt. Benchmark |
|---|---|---|---|---|---|---|---|
| **Total Portfolio:** | | | | | | | |
| Monthly Return *** | 0.00% | 0.01% | 0.00% | -0.01% | 0.00% | -0.08% | -0.04% |
| Three Months Return *** | 0.60% | 0.61% | 0.60% | 0.56% | 0.59% | 0.30% | 0.42% |
| **1-3 Year Portfolio:** | | | | | | | |
| Monthly Return *** | 0.02% | 0.04% | 0.02% | 0.02% | 0.03% | -0.05% | -0.02% |
| Three Months Return *** | 0.63% | 0.65% | 0.62% | 0.59% | 0.62% | 0.34% | 0.44% |
| **1-5 Year Portfolio:** | | | | | | | |
| Monthly Return *** | -0.04% | -0.05% | -0.06% | -0.07% | -0.05% | -0.15% | -0.09% |
| Three Months Return *** | 0.54% | 0.52% | 0.54% | 0.51% | 0.53% | 0.23% | 0.39% |

* Represents the ICE/BAML 1-3 Year U.S. Treasury Index for the 1-3 Year Portfolio and the ICE/BAML 1-5 Year U.S. Treasury Index for the 1-5 Year Portfolio. The benchmarks for duration and monthly yield are weighted for the Total Portfolio.

** Represents the ICE/BAML 1-3 Year AAA-A U.S. Corporate & Government Index for the 1-3 Year Portfolio and the ICE/BAML 1-5 Year AAA-A U.S. Corporate & Government Index for the 1-5 Year Portfolio. The benchmarks for duration and monthly yield are weighted for the Total Portfolio.

*** Reflects monthly return and three months only, as the 1-5 year portfolio was launched on October 1, 2024. Additional performance metrics will be reported once sufficient data becomes available.

# Rating Downgrades & Negative Credit Watch
## 7/31/2025

| Investment Manager / Security | Par Amount | Maturity | S&P | Moody's | Fitch Ratings |
|---|---|---|---|---|---|
| ***Rating Downgrades:*** | | | | | |
| ***- Rating below minimum requirements:*** | | | | | |
| *KEYBANK NATIONAL ASSOCIATION* | $ 705,000 | 08/08/2025 - 01/26/2026 | BBB+ | Baa1 | BBB+ |

*In October 2023, Moody's and Fitch each downgraded KeyBank one notch, citing profitability pressures from a higher-for-longer rate environment and a below-average capital ratio when adjusted for unrealized losses. These downgrades placed three KeyBank securities in the portfolio below the minimum credit quality requirements of the Investment Policy. The Treasurer recommended, and the Chief Executive Officer concurred, that the securities be held for the short term.*
*As of July 31, 2025, of the initial $3.72 million in KeyBank holdings, $705,000 remains outstanding, with maturities ranging from August 8, 2025, to January 26, 2026.*

***Negative Credit Watch:***

*N/A*

# DEBT PROGRAM

(M2 Sales Tax Revenue Bonds, 91 Express Lanes Toll Road Revenue Bonds, 2021 TIFIA Loan)

# Outstanding Debt[1]
## As of 7/31/2025

| | | |
|---|---|---|
| **Orange County Local Transportation Authority (OCLTA-M2)** | | |
| 2025 M2 Sales Tax Revenue Bonds | | |
| Issued: | $ | 227,565,000 |
| Outstanding: | | 227,565,000 |
| Debt Service FY 2026: | | 17,662,394 |
| All in True Interest Cost: | | 3.04% |
| Pledged Revenue Source: | | M2 Sales Tax Revenues |
| Ratings (Fitch/ S&P): | | AA+/AAA |
| Final Maturity: | | 2041 |
| 2019 M2 Sales Tax Revenue Bonds | | |
| Issued: | $ | 376,690,000 |
| Outstanding: | | 301,885,000 |
| Debt Service FY 2026: | | 27,579,400 |
| All in True Interest Cost: | | 3.14% |
| Pledged Revenue Source: | | M2 Sales Tax Revenues |
| Ratings (Fitch/ S&P): | | AA+/AAA |
| Final Maturity: | | 2041 |
| **Sub-total M2 Outstanding Debt** | **$** | **529,450,000** |
| **91 Express Lanes** | | |
| 2023 OCTA 91 Express Lanes Refunding Bonds | | |
| Issued: | $ | 47,545,000 |
| Outstanding: | | 41,725,000 |
| Debt Service FY 2026: | | 8,048,375 |
| All in True Interest Cost: | | 2.80% |
| Pledged Revenue Source: | | 91 Toll Road Revenues |
| Ratings (Fitch/ Moody's/ S&P): | | AA-/Aa3/AA- |
| Final Maturity: | | 2030 |
| **Sub-total 91 Express Lanes Outstanding Debt** | **$** | **41,725,000** |
| **405 Express Lanes** | | |
| 2021 TIFIA Loan | | |
| Amount Available | $ | 628,930,000 |
| Outstanding: | | 643,734,758 |
| Capitalized Interest: | | 30,023,463 |
| Interest Rate: | | 1.95% |
| Pledged Revenue Source: | | 405 Toll Road Revenues |
| Ratings (Moody's): | | Baa2 |
| Final Maturity: | | 2058 |
| **Sub-total 405 Express Lanes Outstanding Debt** | **$** | **643,734,758** |
| **TOTAL OUTSTANDING DEBT:** | **$** | **1,214,909,758** |

1. Comprises OCTA's debt obligations (M2 Sales Tax Revenue Bonds, 91 Express Lanes Toll Road Revenue Bonds, and 2021 TIFIA Loan) currently outstanding and irrespective of OCTA's investment program.

**ATTACHMENT B**

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | X9USDFIIN | FIDELITY MONEY MARKET GOVERNMENT PORTFOLIO | N/A | N/A | 4.22 | 4.22 | 203,324,459 | 203,324,459 |
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | X9USDFEDG | FEDERATED GOVERNMENT OBLIGATIONS FUND | N/A | N/A | 4.20 | 4.20 | 21,569,439 | 21,569,439 |
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | X9USD023B | FIRST AMERICAN GOVERNMENT OBLIGATIONS FUND | N/A | N/A | 4.07 | 4.07 | 40,138,345 | 40,138,345 |
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | X9USDDGCM | DREYFUS GOVT CM INST 289 | N/A | N/A | 4.06 | 4.06 | 41,435,850 | 41,435,850 |
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | X9USDISLQ | INVESCO MONEY MARKET GOVERNMENT PORTFOLIO | N/A | N/A | 4.10 | 4.10 | 49,220,843 | 49,220,843 |
| LIQUID PORTFOLIO | MONEY MARKET/MUTUAL FUND | 60934N500 | FEDERATED TREASURY OBLIGATION FUND | N/A | N/A | 4.15 | 4.15 | 84,643,275 | 84,643,275 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR MONEY MARKET/MUTUAL FUND*** | | | | | | | ***440,332,211*** | ***440,332,211*** |
| LIQUID PORTFOLIO | NEGOTIABLE CERTIFICATE OF DEPOSIT | 0561B2V5 | BMO HARRIS BANK | 3/21/2025 | 10/20/2025 | 4.39 | 4.39 | 25,000,000 | 25,000,000 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR NEGOTIABLE CERTIFICATE OF DEPOSIT*** | | | | | | | ***25,000,000*** | ***25,000,000*** |
| LIQUID PORTFOLIO | COMMERCIAL PAPER | 06741FVN4 | BARCLAYS | 3/19/2025 | 8/22/2025 | 4.41 | 4.41 | 25,414,030 | 25,807,744 |
| LIQUID PORTFOLIO | COMMERCIAL PAPER | 62479LZA6 | MUFG BANK | 7/10/2025 | 12/10/2025 | 4.44 | 4.44 | 27,039,499 | 27,105,532 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR COMMERCIAL PAPER*** | | | | | | | ***52,453,528*** | ***52,913,277*** |
| LIQUID PORTFOLIO | BANK DEPOSIT | N/A | BANK DEPOSIT | N/A | N/A | 0.00 | 0.00 | 581,209 | 581,209 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR BANK DEPOSIT*** | | | | | | | ***581,209*** | ***581,209*** |
| LIQUID PORTFOLIO | LAIF | N/A | LOCAL AGENCY INVESTMENT FUND (LAIF) | N/A | N/A | 4.26 | 4.26 | 7,358,822 | 7,358,822 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR LAIF*** | | | | | | | ***7,358,822*** | ***7,358,822*** |
| LIQUID PORTFOLIO | OCIP | N/A | ORANGE COUNTY INVESTMENT POOL (OCIP) | N/A | N/A | 4.05 | 4.05 | 76,971 | 76,971 |
| LIQUID PORTFOLIO | ***SUB-TOTAL FOR OCIP*** | | | | | | | ***76,971*** | ***76,971*** |
| **LIQUID PORTFOLIO - TOTAL** | | | | | | | | **$ 525,802,741** | **$ 526,262,490** |
| MANAGED PORTFOLIO | MONEY MARKET/MUTUAL FUND | 31846V567 | FIRST AMER:GVT OBLG Z | N/A | 7/31/2025 | 4.18 | 4.18 | 45,263,416 | 45,263,416 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR MONEY MARKET/MUTUAL FUND*** | | | | | | | ***45,263,416*** | ***45,263,416*** |
| MANAGED PORTFOLIO | NEGOTIABLE CERTIFICATE OF DEPOSIT | 21684LGS5 | COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH | 7/20/2023 | 7/17/2026 | 5.08 | 3.95 | 3,450,000 | 3,486,984 |
| MANAGED PORTFOLIO | NEGOTIABLE CERTIFICATE OF DEPOSIT | 22536DWD6 | CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK | 2/5/2024 | 2/1/2027 | 4.76 | 4.43 | 3,750,000 | 3,766,050 |
| MANAGED PORTFOLIO | NEGOTIABLE CERTIFICATE OF DEPOSIT | 63873QP65 | NATIXIS, NEW YORK BRANCH | 9/20/2023 | 9/18/2026 | 5.61 | 3.84 | 3,575,000 | 3,627,874 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR NEGOTIABLE CERTIFICATE OF DEPOSIT*** | | | | | | | ***10,775,000*** | ***10,880,908*** |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128283F5 | UNITED STATES TREASURY | 5/17/2023 | 11/15/2027 | 3.59 | 3.92 | 3,778,750 | 3,855,160 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128283F5 | UNITED STATES TREASURY | 9/27/2024 | 11/15/2027 | 3.49 | 3.92 | 4,817,578 | 4,818,950 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128283W8 | UNITED STATES TREASURY | 9/30/2024 | 2/15/2028 | 3.51 | 3.91 | 7,320,703 | 7,292,025 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128284V9 | UNITED STATES TREASURY | 4/19/2024 | 8/15/2028 | 4.73 | 3.90 | 9,283,594 | 9,709,800 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128284V9 | UNITED STATES TREASURY | 8/16/2024 | 8/15/2028 | 3.85 | 3.90 | 1,928,359 | 1,941,960 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285C0 | UNITED STATES TREASURY | 4/29/2022 | 9/30/2025 | 2.84 | 4.14 | 2,161,338 | 2,145,808 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285C0 | UNITED STATES TREASURY | 5/6/2022 | 9/30/2025 | 2.99 | 4.14 | 7,002,734 | 6,986,350 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285J5 | UNITED STATES TREASURY | 6/3/2022 | 10/31/2025 | 2.87 | 4.39 | 8,032,813 | 7,971,920 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285M8 | UNITED STATES TREASURY | 3/15/2024 | 11/15/2028 | 4.28 | 3.90 | 4,757,617 | 4,881,850 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285M8 | UNITED STATES TREASURY | 10/4/2024 | 11/15/2028 | 3.56 | 3.90 | 2,065,219 | 2,050,377 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285M8 | UNITED STATES TREASURY | 10/22/2024 | 11/15/2028 | 3.87 | 3.90 | 2,333,063 | 2,343,288 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128285M8 | UNITED STATES TREASURY | 5/15/2025 | 11/15/2028 | 4.06 | 3.90 | 7,272,363 | 7,322,775 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 9128286B1 | UNITED STATES TREASURY | 11/4/2024 | 2/15/2029 | 4.19 | 3.90 | 1,878,281 | 1,916,720 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 912828M56 | UNITED STATES TREASURY | 6/10/2022 | 11/15/2025 | 3.05 | 4.35 | 6,818,164 | 6,957,300 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 912828M56 | UNITED STATES TREASURY | 8/19/2022 | 11/15/2025 | 3.27 | 4.35 | 7,750,938 | 7,951,200 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 912828V98 | UNITED STATES TREASURY | 1/12/2023 | 2/15/2027 | 3.80 | 4.03 | 8,006,270 | 8,275,855 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 7/2/2024 | 10/31/2027 | 4.56 | 3.92 | 5,342,742 | 5,654,652 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 8/16/2024 | 10/31/2027 | 3.90 | 3.92 | 2,560,436 | 2,641,928 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 10/3/2024 | 10/31/2027 | 3.57 | 3.92 | 3,645,000 | 3,707,969 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 10/8/2024 | 10/31/2027 | 3.92 | 3.92 | 902,305 | 926,992 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 11/7/2024 | 10/31/2027 | 4.26 | 3.91 | 3,673,023 | 3,801,479 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 11/7/2024 | 10/31/2027 | 4.26 | 3.92 | 1,612,547 | 1,668,586 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 12/24/2024 | 10/31/2027 | 4.36 | 3.91 | 6,102,734 | 6,304,892 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 2/13/2025 | 10/31/2027 | 4.39 | 3.91 | 4,621,126 | 4,751,849 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 3/26/2025 | 10/31/2027 | 3.99 | 3.92 | 2,698,453 | 2,734,627 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 4/10/2025 | 10/31/2027 | 3.91 | 3.91 | 3,891,442 | 3,931,286 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 4/14/2025 | 10/31/2027 | 3.98 | 3.91 | 3,666,563 | 3,708,760 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 4/14/2025 | 10/31/2027 | 3.99 | 3.91 | 3,890,145 | 3,935,922 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 5/8/2025 | 10/31/2027 | 3.82 | 3.91 | 7,839,590 | 7,881,115 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CAU5 | UNITED STATES TREASURY | 7/8/2025 | 10/31/2027 | 3.87 | 3.91 | 1,967,866 | 1,970,279 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEF4 | UNITED STATES TREASURY | 10/24/2022 | 3/31/2027 | 4.45 | 4.00 | 1,844,688 | 1,952,040 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEF4 | UNITED STATES TREASURY | 7/3/2024 | 3/31/2027 | 4.55 | 4.00 | 1,743,544 | 1,795,877 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEF4 | UNITED STATES TREASURY | 10/3/2024 | 3/31/2027 | 3.57 | 4.00 | 18,519,805 | 18,544,380 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEF4 | UNITED STATES TREASURY | 10/7/2024 | 3/31/2027 | 3.83 | 4.00 | 5,125,170 | 5,163,146 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEM9 | UNITED STATES TREASURY | 9/3/2024 | 4/30/2029 | 3.72 | 3.91 | 2,893,008 | 2,893,020 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEN7 | UNITED STATES TREASURY | 12/1/2022 | 4/30/2027 | 4.07 | 3.98 | 1,089,041 | 1,126,241 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CES6 | UNITED STATES TREASURY | 9/26/2024 | 5/31/2029 | 3.55 | 3.91 | 4,828,516 | 4,794,900 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CES6 | UNITED STATES TREASURY | 10/7/2024 | 5/31/2029 | 3.84 | 3.91 | 2,862,422 | 2,876,940 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 8/16/2024 | 6/30/2029 | 3.84 | 3.92 | 3,190,311 | 3,195,939 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 9/27/2024 | 6/30/2029 | 3.57 | 3.92 | 3,771,809 | 3,733,277 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 1/13/2025 | 6/30/2029 | 4.52 | 3.92 | 2,182,754 | 2,244,477 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 2/13/2025 | 6/30/2029 | 4.47 | 3.92 | 1,927,395 | 1,976,115 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 5/5/2025 | 6/30/2029 | 3.89 | 3.92 | 1,926,705 | 1,927,322 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 7/10/2025 | 6/30/2029 | 3.89 | 3.92 | 498,069 | 497,688 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEV9 | UNITED STATES TREASURY | 7/16/2025 | 6/30/2029 | 3.99 | 3.92 | 1,960,932 | 1,966,357 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 9/19/2022 | 6/30/2027 | 3.71 | 3.95 | 294,035 | 296,169 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 10/6/2022 | 6/30/2027 | 4.01 | 3.95 | 3,870,781 | 3,948,920 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 12/21/2022 | 6/30/2027 | 3.85 | 3.95 | 2,925,820 | 2,961,690 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 1/11/2024 | 6/30/2027 | 4.11 | 3.95 | 6,514,965 | 6,614,441 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 10/8/2024 | 6/30/2027 | 3.91 | 3.95 | 6,635,830 | 6,663,803 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 10/8/2024 | 6/30/2027 | 3.91 | 3.95 | 3,145,875 | 3,158,750 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 11/5/2024 | 6/30/2027 | 4.13 | 3.95 | 1,887,637 | 1,905,354 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 12/24/2024 | 6/30/2027 | 4.33 | 3.95 | 7,308,398 | 7,404,225 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 3/26/2025 | 6/30/2027 | 3.97 | 3.95 | 1,575,193 | 1,579,375 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CEW7 | UNITED STATES TREASURY | 5/6/2025 | 6/30/2027 | 3.81 | 3.95 | 7,760,154 | 7,749,756 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFB2 | UNITED STATES TREASURY | 5/17/2023 | 7/31/2027 | 3.62 | 3.95 | 3,865,469 | 3,908,600 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFH9 | UNITED STATES TREASURY | 2/10/2023 | 8/31/2027 | 3.92 | 3.93 | 7,737,813 | 7,872,160 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFH9 | UNITED STATES TREASURY | 5/6/2025 | 8/31/2027 | 3.83 | 3.93 | 9,746,859 | 9,741,798 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFH9 | UNITED STATES TREASURY | 7/3/2025 | 8/31/2027 | 3.78 | 3.93 | 8,774,431 | 8,752,858 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFH9 | UNITED STATES TREASURY | 7/7/2025 | 8/31/2027 | 3.87 | 3.93 | 4,924,219 | 4,920,100 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFJ5 | UNITED STATES TREASURY | 6/9/2025 | 8/31/2029 | 4.01 | 3.92 | 7,244,238 | 7,277,025 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFM8 | UNITED STATES TREASURY | 6/9/2023 | 9/30/2027 | 4.06 | 3.92 | 6,517,012 | 6,527,690 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CFZ9 | UNITED STATES TREASURY | 12/18/2024 | 11/30/2027 | 4.21 | 3.91 | 3,839,429 | 3,871,513 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGC9 | UNITED STATES TREASURY | 11/12/2024 | 12/31/2027 | 4.19 | 3.90 | 3,963,125 | 3,997,360 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGH8 | UNITED STATES TREASURY | 11/15/2024 | 1/31/2028 | 4.32 | 3.90 | 7,317,480 | 7,429,425 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGP0 | UNITED STATES TREASURY | 8/16/2024 | 2/29/2028 | 3.86 | 3.90 | 2,008,984 | 2,005,080 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGP0 | UNITED STATES TREASURY | 3/27/2025 | 2/29/2028 | 4.02 | 3.90 | 3,997,656 | 4,010,160 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGQ8 | UNITED STATES TREASURY | 3/3/2025 | 2/28/2030 | 4.02 | 3.93 | 2,742,855 | 2,752,412 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGQ8 | UNITED STATES TREASURY | 3/12/2025 | 2/28/2030 | 4.08 | 3.93 | 1,494,668 | 1,504,050 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGQ8 | UNITED STATES TREASURY | 3/25/2025 | 2/28/2030 | 4.09 | 3.93 | 746,953 | 752,025 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CGQ8 | UNITED STATES TREASURY | 3/27/2025 | 2/28/2030 | 4.09 | 3.93 | 996,172 | 1,002,700 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 8/16/2024 | 5/31/2028 | 3.86 | 3.90 | 4,115,146 | 4,120,010 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 9/3/2024 | 5/31/2028 | 3.73 | 3.89 | 2,989,102 | 2,978,790 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 1/13/2025 | 5/31/2028 | 4.45 | 3.89 | 7,629,050 | 7,774,642 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 3/27/2025 | 5/31/2028 | 4.03 | 3.90 | 790,378 | 794,219 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 3/27/2025 | 5/31/2028 | 4.03 | 3.89 | 3,951,576 | 3,971,720 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 4/8/2025 | 5/31/2028 | 3.82 | 3.89 | 19,270,988 | 19,242,983 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 4/14/2025 | 5/31/2028 | 4.02 | 3.90 | 6,523,688 | 6,552,305 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 7/8/2025 | 5/31/2028 | 3.86 | 3.89 | 3,920,036 | 3,917,109 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHE4 | UNITED STATES TREASURY | 7/8/2025 | 5/31/2028 | 3.86 | 3.90 | 2,355,002 | 2,352,873 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHK0 | UNITED STATES TREASURY | 12/20/2024 | 6/30/2028 | 4.37 | 3.88 | 7,409,473 | 7,524,300 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHQ7 | UNITED STATES TREASURY | 10/25/2024 | 7/31/2028 | 4.01 | 3.88 | 3,513,809 | 3,523,660 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHQ7 | UNITED STATES TREASURY | 11/27/2024 | 7/31/2028 | 4.24 | 3.88 | 3,983,750 | 4,027,040 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHQ7 | UNITED STATES TREASURY | 3/7/2025 | 7/31/2028 | 4.04 | 3.88 | 7,519,629 | 7,550,700 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CHX2 | UNITED STATES TREASURY | 10/9/2024 | 8/31/2028 | 3.88 | 3.89 | 1,883,025 | 1,875,660 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJA0 | UNITED STATES TREASURY | 10/2/2023 | 9/30/2028 | 4.61 | 3.89 | 2,782,389 | 2,839,937 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJA0 | UNITED STATES TREASURY | 10/17/2023 | 9/30/2028 | 4.72 | 3.89 | 1,444,279 | 1,481,262 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJA0 | UNITED STATES TREASURY | 11/1/2023 | 9/30/2028 | 4.82 | 3.89 | 3,241,673 | 3,339,480 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJA0 | UNITED STATES TREASURY | 11/1/2023 | 9/30/2028 | 4.82 | 3.89 | 3,044,609 | 3,137,211 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJK8 | UNITED STATES TREASURY | 11/15/2023 | 11/15/2026 | 4.85 | 4.10 | 3,304,738 | 3,346,446 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJK8 | UNITED STATES TREASURY | 12/11/2023 | 11/15/2026 | 4.33 | 4.10 | 7,560,352 | 7,548,375 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJK8 | UNITED STATES TREASURY | 12/12/2023 | 11/15/2026 | 4.51 | 4.10 | 2,808,859 | 2,818,060 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJK8 | UNITED STATES TREASURY | 12/15/2023 | 11/15/2026 | 4.43 | 4.10 | 3,518,730 | 3,522,575 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJN2 | UNITED STATES TREASURY | 12/1/2023 | 11/30/2028 | 4.29 | 3.90 | 3,919,034 | 3,962,052 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJN2 | UNITED STATES TREASURY | 12/1/2023 | 11/30/2028 | 4.31 | 3.90 | 2,496,809 | 2,526,379 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJP7 | UNITED STATES TREASURY | 1/2/2024 | 12/15/2026 | 4.01 | 4.07 | 10,465,219 | 10,402,062 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJP7 | UNITED STATES TREASURY | 1/5/2024 | 12/15/2026 | 4.14 | 4.07 | 7,045,391 | 7,028,420 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJP7 | UNITED STATES TREASURY | 1/9/2024 | 12/15/2026 | 4.11 | 4.07 | 4,029,063 | 4,016,240 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJR3 | UNITED STATES TREASURY | 8/16/2024 | 12/31/2028 | 3.84 | 3.91 | 11,160,625 | 11,144,875 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJR3 | UNITED STATES TREASURY | 10/3/2024 | 12/31/2028 | 3.57 | 3.91 | 2,316,262 | 2,288,680 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJR3 | UNITED STATES TREASURY | 3/27/2025 | 12/31/2028 | 4.06 | 3.91 | 2,472,860 | 2,487,695 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJR3 | UNITED STATES TREASURY | 5/5/2025 | 12/31/2028 | 3.86 | 3.91 | 1,942,383 | 1,940,402 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJS1 | UNITED STATES TREASURY | 4/30/2025 | 12/31/2025 | 4.07 | 4.33 | 8,009,063 | 7,996,880 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJT9 | UNITED STATES TREASURY | 1/19/2024 | 1/15/2027 | 4.14 | 4.06 | 2,241,123 | 2,248,245 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJT9 | UNITED STATES TREASURY | 2/1/2024 | 1/15/2027 | 4.00 | 4.06 | 1,301,152 | 1,299,985 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJT9 | UNITED STATES TREASURY | 2/1/2024 | 1/15/2027 | 4.00 | 4.06 | 5,304,793 | 5,300,862 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJT9 | UNITED STATES TREASURY | 2/1/2024 | 1/15/2027 | 4.00 | 4.06 | 3,789,113 | 3,786,045 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJW2 | UNITED STATES TREASURY | 10/4/2024 | 1/31/2029 | 3.62 | 3.91 | 3,298,750 | 3,259,653 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJW2 | UNITED STATES TREASURY | 10/29/2024 | 1/31/2029 | 4.13 | 3.91 | 2,238,750 | 2,256,683 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CJW2 | UNITED STATES TREASURY | 11/27/2024 | 1/31/2029 | 4.23 | 3.91 | 7,929,375 | 8,023,760 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKA8 | UNITED STATES TREASURY | 2/16/2024 | 2/15/2027 | 4.46 | 4.03 | 2,476,758 | 2,503,425 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKA8 | UNITED STATES TREASURY | 2/20/2024 | 2/15/2027 | 4.46 | 4.03 | 847,185 | 856,171 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKA8 | UNITED STATES TREASURY | 3/1/2024 | 2/15/2027 | 4.43 | 4.03 | 5,934,502 | 5,993,199 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKA8 | UNITED STATES TREASURY | 3/1/2024 | 2/15/2027 | 4.44 | 4.03 | 10,633,251 | 10,739,693 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKA8 | UNITED STATES TREASURY | 3/12/2024 | 2/15/2027 | 4.29 | 4.03 | 5,973,047 | 6,008,220 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKD2 | UNITED STATES TREASURY | 4/1/2024 | 2/28/2029 | 4.21 | 3.91 | 936,753 | 945,668 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKD2 | UNITED STATES TREASURY | 12/16/2024 | 2/28/2029 | 4.25 | 3.91 | 7,999,063 | 8,091,280 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKD2 | UNITED STATES TREASURY | 2/6/2025 | 2/28/2029 | 4.34 | 3.91 | 996,641 | 1,011,410 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKD2 | UNITED STATES TREASURY | 2/10/2025 | 2/28/2029 | 4.33 | 3.91 | 997,031 | 1,011,410 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKE0 | UNITED STATES TREASURY | 4/1/2024 | 3/15/2027 | 4.40 | 4.01 | 761,773 | 767,838 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKE0 | UNITED STATES TREASURY | 4/5/2024 | 3/15/2027 | 4.51 | 4.01 | 3,475,117 | 3,512,985 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKE0 | UNITED STATES TREASURY | 4/8/2024 | 3/15/2027 | 4.52 | 4.01 | 3,226,514 | 3,262,058 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKJ9 | UNITED STATES TREASURY | 4/15/2024 | 4/15/2027 | 4.53 | 3.99 | 2,997,656 | 3,024,840 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKJ9 | UNITED STATES TREASURY | 5/1/2024 | 4/15/2027 | 4.88 | 3.99 | 618,604 | 630,175 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKJ9 | UNITED STATES TREASURY | 5/13/2024 | 4/15/2027 | 4.66 | 3.99 | 2,986,875 | 3,024,840 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 5/28/2024 | 5/15/2027 | 4.72 | 3.99 | 1,341,984 | 1,361,813 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 6/3/2024 | 5/15/2027 | 4.70 | 3.99 | 11,985,514 | 12,155,438 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 6/11/2024 | 5/15/2027 | 4.49 | 3.99 | 5,201,016 | 5,245,500 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 6/11/2024 | 5/15/2027 | 4.67 | 3.99 | 1,741,797 | 1,765,313 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 6/12/2024 | 5/15/2027 | 4.63 | 3.99 | 1,993,047 | 2,017,500 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 6/17/2024 | 5/15/2027 | 4.60 | 3.99 | 4,437,311 | 4,488,938 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKR1 | UNITED STATES TREASURY | 7/5/2024 | 5/15/2027 | 4.61 | 3.99 | 10,468,418 | 10,591,875 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKT7 | UNITED STATES TREASURY | 6/3/2024 | 5/31/2029 | 4.52 | 3.92 | 999,180 | 1,020,510 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKV2 | UNITED STATES TREASURY | 7/1/2024 | 6/15/2027 | 4.51 | 3.97 | 3,756,849 | 3,789,041 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKV2 | UNITED STATES TREASURY | 2/10/2025 | 6/15/2027 | 4.28 | 3.97 | 1,914,473 | 1,922,344 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKZ3 | UNITED STATES TREASURY | 8/1/2024 | 7/15/2027 | 4.07 | 3.96 | 13,331,544 | 13,323,248 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKZ3 | UNITED STATES TREASURY | 8/5/2024 | 7/15/2027 | 3.96 | 3.96 | 4,981,561 | 4,963,464 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CKZ3 | UNITED STATES TREASURY | 8/12/2024 | 7/15/2027 | 3.89 | 3.96 | 1,778,446 | 1,768,707 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLC3 | UNITED STATES TREASURY | 8/16/2024 | 7/31/2029 | 3.79 | 3.92 | 2,018,750 | 2,005,780 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLC3 | UNITED STATES TREASURY | 10/31/2024 | 7/31/2029 | 4.11 | 3.92 | 8,956,406 | 9,026,010 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLG4 | UNITED STATES TREASURY | 9/3/2024 | 8/15/2027 | 3.76 | 3.94 | 4,691,050 | 4,675,102 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLG4 | UNITED STATES TREASURY | 9/3/2024 | 8/15/2027 | 3.77 | 3.94 | 1,191,148 | 1,187,829 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLG4 | UNITED STATES TREASURY | 9/10/2024 | 8/15/2027 | 3.60 | 3.94 | 11,546,270 | 11,456,875 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 9/27/2024 | 9/15/2027 | 3.47 | 3.92 | 1,421,382 | 1,409,297 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 9/30/2024 | 9/15/2027 | 3.52 | 3.92 | 3,087,285 | 3,065,838 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 10/1/2024 | 9/15/2027 | 3.57 | 3.92 | 9,343,621 | 9,291,467 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 10/4/2024 | 9/15/2027 | 3.52 | 3.92 | 3,983,750 | 3,955,920 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 10/4/2024 | 9/15/2027 | 3.54 | 3.92 | 6,469,785 | 6,428,370 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLL3 | UNITED STATES TREASURY | 10/4/2024 | 9/15/2027 | 3.57 | 3.92 | 3,977,813 | 3,955,920 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLN9 | UNITED STATES TREASURY | 9/30/2024 | 9/30/2029 | 3.54 | 3.93 | 5,115,190 | 5,041,309 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLN9 | UNITED STATES TREASURY | 10/1/2024 | 9/30/2029 | 3.58 | 3.93 | 33,063,352 | 32,638,171 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 10/29/2024 | 10/15/2027 | 4.10 | 3.92 | 1,987,813 | 1,997,960 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 11/1/2024 | 10/15/2027 | 4.12 | 3.92 | 12,736,655 | 12,808,722 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 11/1/2024 | 10/15/2027 | 4.12 | 3.92 | 15,512,648 | 15,602,269 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 11/4/2024 | 10/15/2027 | 4.15 | 3.92 | 3,820,674 | 3,846,073 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 11/7/2024 | 10/15/2027 | 4.19 | 3.92 | 1,982,500 | 1,997,960 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 2/10/2025 | 10/15/2027 | 4.30 | 3.92 | 677,775 | 684,301 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLQ2 | UNITED STATES TREASURY | 2/13/2025 | 10/15/2027 | 4.39 | 3.92 | 7,403,613 | 7,492,350 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLR0 | UNITED STATES TREASURY | 11/12/2024 | 10/31/2029 | 4.19 | 3.93 | 2,493,262 | 2,518,550 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 11/26/2024 | 11/15/2027 | 4.32 | 3.92 | 696,227 | 703,066 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 12/2/2024 | 11/15/2027 | 4.12 | 3.92 | 3,141,191 | 3,154,456 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 12/2/2024 | 11/15/2027 | 4.12 | 3.92 | 3,064,300 | 3,077,722 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 12/6/2024 | 11/15/2027 | 4.17 | 3.92 | 3,820,368 | 3,841,754 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 12/10/2024 | 11/15/2027 | 4.10 | 3.92 | 3,827,689 | 3,841,754 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CLX7 | UNITED STATES TREASURY | 12/16/2024 | 11/15/2027 | 4.12 | 3.92 | 3,825,149 | 3,841,754 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMA6 | UNITED STATES TREASURY | 12/2/2024 | 11/30/2029 | 4.08 | 3.93 | 9,890,434 | 9,944,815 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMA6 | UNITED STATES TREASURY | 12/9/2024 | 11/30/2029 | 4.05 | 3.93 | 1,946,593 | 1,954,705 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMA6 | UNITED STATES TREASURY | 12/10/2024 | 11/30/2029 | 4.07 | 3.93 | 4,009,844 | 4,030,320 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMB4 | UNITED STATES TREASURY | 12/17/2024 | 12/15/2027 | 4.23 | 3.90 | 2,981,016 | 3,006,570 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMB4 | UNITED STATES TREASURY | 1/2/2025 | 12/15/2027 | 4.28 | 3.90 | 8,264,592 | 8,345,938 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMB4 | UNITED STATES TREASURY | 1/2/2025 | 12/15/2027 | 4.28 | 3.90 | 5,514,318 | 5,569,470 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMD0 | UNITED STATES TREASURY | 1/2/2025 | 12/31/2029 | 4.39 | 3.94 | 5,486,569 | 5,586,295 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMD0 | UNITED STATES TREASURY | 1/9/2025 | 12/31/2029 | 4.48 | 3.94 | 995,586 | 1,017,540 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMD0 | UNITED STATES TREASURY | 1/13/2025 | 12/31/2029 | 4.52 | 3.94 | 2,483,594 | 2,543,850 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CME8 | UNITED STATES TREASURY | 7/30/2025 | 12/31/2026 | 4.00 | 4.07 | 5,016,992 | 5,011,900 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMF5 | UNITED STATES TREASURY | 1/15/2025 | 1/15/2028 | 4.34 | 3.92 | 3,840,525 | 3,879,761 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMF5 | UNITED STATES TREASURY | 2/3/2025 | 1/15/2028 | 4.26 | 3.92 | 4,558,931 | 4,595,249 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMF5 | UNITED STATES TREASURY | 2/6/2025 | 1/15/2028 | 4.27 | 3.92 | 3,848,346 | 3,879,761 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMF5 | UNITED STATES TREASURY | 2/10/2025 | 1/15/2028 | 4.29 | 3.92 | 1,747,881 | 1,763,528 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMH1 | UNITED STATES TREASURY | 2/18/2025 | 1/31/2027 | 4.25 | 4.05 | 1,845,736 | 1,851,887 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 3/3/2025 | 2/15/2028 | 3.97 | 3.90 | 2,196,691 | 2,198,138 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 3/6/2025 | 2/15/2028 | 4.01 | 3.90 | 840,480 | 841,947 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 5/13/2025 | 2/15/2028 | 4.00 | 3.90 | 7,744,622 | 7,759,022 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 5/22/2025 | 2/15/2028 | 4.00 | 3.90 | 8,051,250 | 8,066,560 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 6/9/2025 | 2/15/2028 | 4.00 | 3.90 | 11,621,736 | 11,646,096 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 7/2/2025 | 2/15/2028 | 3.76 | 3.90 | 7,008,316 | 6,982,616 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMN8 | UNITED STATES TREASURY | 7/7/2025 | 2/15/2028 | 3.85 | 3.90 | 3,094,872 | 3,090,501 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMS7 | UNITED STATES TREASURY | 3/25/2025 | 3/15/2028 | 4.02 | 3.88 | 2,988,047 | 2,999,310 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMS7 | UNITED STATES TREASURY | 3/26/2025 | 3/15/2028 | 3.98 | 3.88 | 16,047,218 | 16,091,298 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMS7 | UNITED STATES TREASURY | 3/27/2025 | 3/15/2028 | 4.00 | 3.88 | 2,989,453 | 2,999,310 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMS7 | UNITED STATES TREASURY | 4/1/2025 | 3/15/2028 | 3.88 | 3.88 | 10,228,402 | 10,227,647 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMS7 | UNITED STATES TREASURY | 4/10/2025 | 3/15/2028 | 3.70 | 3.88 | 4,019,375 | 3,999,080 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 4/1/2025 | 3/31/2030 | 3.96 | 3.94 | 2,454,594 | 2,455,660 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 4/8/2025 | 3/31/2030 | 3.89 | 3.95 | 3,873,974 | 3,863,734 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 4/10/2025 | 3/31/2030 | 4.03 | 3.94 | 1,997,656 | 2,004,620 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 4/10/2025 | 3/31/2030 | 4.12 | 3.95 | 959,688 | 967,186 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 5/13/2025 | 3/31/2030 | 4.11 | 3.95 | 3,095,432 | 3,117,046 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 6/9/2025 | 3/31/2030 | 4.09 | 3.95 | 4,283,889 | 4,309,742 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 6/23/2025 | 3/31/2030 | 4.01 | 3.95 | 969,700 | 972,198 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMU2 | UNITED STATES TREASURY | 7/2/2025 | 3/31/2030 | 3.84 | 3.95 | 1,168,202 | 1,162,628 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMV0 | UNITED STATES TREASURY | 3/31/2025 | 3/31/2027 | 4.00 | 4.00 | 7,980,313 | 7,984,080 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMW8 | UNITED STATES TREASURY | 5/1/2025 | 4/15/2028 | 3.59 | 3.90 | 6,099,212 | 6,048,931 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMW8 | UNITED STATES TREASURY | 5/1/2025 | 4/15/2028 | 3.59 | 3.90 | 7,059,463 | 7,001,944 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMY4 | UNITED STATES TREASURY | 5/13/2025 | 4/30/2027 | 4.00 | 3.98 | 3,941,592 | 3,944,398 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CMZ1 | UNITED STATES TREASURY | 5/1/2025 | 4/30/2030 | 3.73 | 3.95 | 3,805,102 | 3,768,471 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 5/15/2025 | 5/15/2028 | 3.77 | 3.89 | 2,998,125 | 2,989,230 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 5/15/2025 | 5/15/2028 | 3.78 | 3.89 | 1,249,121 | 1,245,513 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 6/2/2025 | 5/15/2028 | 3.86 | 3.89 | 4,590,778 | 4,588,269 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 6/2/2025 | 5/15/2028 | 3.86 | 3.89 | 1,670,230 | 1,669,385 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 6/2/2025 | 5/15/2028 | 3.86 | 3.89 | 4,590,410 | 4,588,269 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 6/10/2025 | 5/15/2028 | 3.90 | 3.89 | 3,162,102 | 3,163,602 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CND9 | UNITED STATES TREASURY | 6/10/2025 | 5/15/2028 | 4.01 | 3.89 | 4,864,781 | 4,882,409 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNG2 | UNITED STATES TREASURY | 6/2/2025 | 5/31/2030 | 3.96 | 3.94 | 4,568,194 | 4,571,035 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNH0 | UNITED STATES TREASURY | 7/1/2025 | 6/15/2028 | 3.69 | 3.88 | 8,281,844 | 8,238,682 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNH0 | UNITED STATES TREASURY | 7/7/2025 | 6/15/2028 | 3.74 | 3.88 | 4,165,400 | 4,149,336 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNH0 | UNITED STATES TREASURY | 7/7/2025 | 6/15/2028 | 3.84 | 3.88 | 8,998,428 | 8,988,562 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNH0 | UNITED STATES TREASURY | 7/9/2025 | 6/15/2028 | 3.74 | 3.88 | 4,014,375 | 3,999,360 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNK3 | UNITED STATES TREASURY | 7/1/2025 | 6/30/2030 | 3.80 | 3.96 | 2,157,391 | 2,142,282 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNK3 | UNITED STATES TREASURY | 7/7/2025 | 6/30/2030 | 3.87 | 3.96 | 1,750,410 | 1,743,718 |
| MANAGED PORTFOLIO | US TREASURY OBLIGATION | 91282CNM9 | UNITED STATES TREASURY | 7/15/2025 | 7/15/2028 | 3.84 | 3.89 | 2,101,969 | 2,099,349 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR US TREASURY OBLIGATION*** | | | | | | | ***1,014,103,380*** | ***1,019,431,327*** |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 30297CAJ1 | FRESB 2018-SB52 10F | 11/18/2024 | 6/25/2028 | 4.69 | 4.55 | 554,576 | 560,025 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 30297DAJ9 | FRESB 2018-SB53 A1F | 6/9/2025 | 6/25/2028 | 4.41 | 4.33 | 332,395 | 332,846 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 30297DAJ9 | FRESB 2018-SB53 A1F | 6/18/2025 | 6/25/2028 | 4.37 | 4.33 | 344,503 | 344,649 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 30308LAD1 | FRESB 2018-SB57 A1F | 7/10/2025 | 7/25/2028 | 4.30 | 4.83 | 1,602,638 | 1,581,592 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130ARAB7 | FEDERAL HOME LOAN BANKS | 6/15/2023 | 3/25/2027 | 4.55 | 4.12 | 4,830,700 | 5,038,333 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130ATS57 | FEDERAL HOME LOAN BANKS | 3/24/2023 | 3/10/2028 | 4.01 | 3.93 | 5,108,250 | 5,070,350 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130ATS57 | FEDERAL HOME LOAN BANKS | 3/27/2025 | 3/10/2028 | 4.04 | 3.93 | 4,050,320 | 4,056,280 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130ATUS4 | FEDERAL HOME LOAN BANKS | 2/1/2023 | 12/10/2027 | 3.77 | 3.89 | 5,105,600 | 5,040,450 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AWBZ2 | FEDERAL HOME LOAN BANKS | 7/10/2025 | 6/11/2027 | 3.91 | 3.98 | 5,019,550 | 5,013,000 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AWC24 | FEDERAL HOME LOAN BANKS | 6/30/2023 | 6/9/2028 | 4.04 | 3.88 | 1,996,120 | 2,006,300 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AWN63 | FEDERAL HOME LOAN BANKS | 7/21/2023 | 6/30/2028 | 4.20 | 3.90 | 3,965,360 | 4,010,480 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AWTQ3 | FEDERAL HOME LOAN BANKS | 10/2/2023 | 9/11/2026 | 4.98 | 4.08 | 6,931,120 | 7,040,810 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AWTR1 | FEDERAL HOME LOAN BANKS | 9/8/2023 | 9/8/2028 | 4.49 | 3.91 | 3,979,600 | 4,054,040 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3130AXU63 | FEDERAL HOME LOAN BANKS | 1/23/2024 | 11/17/2026 | 4.19 | 4.10 | 3,539,865 | 3,522,680 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPC60 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 11/15/2023 | 11/15/2027 | 4.77 | 4.05 | 4,973,700 | 5,062,000 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPH81 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 12/11/2023 | 10/4/2027 | 4.42 | 4.05 | 4,012,000 | 4,036,640 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPK79 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 12/13/2023 | 12/7/2026 | 4.52 | 4.18 | 7,968,800 | 8,020,160 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPSW6 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 8/14/2023 | 8/14/2026 | 4.58 | 4.18 | 4,788,960 | 4,815,504 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPSW6 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 8/14/2023 | 8/14/2026 | 4.70 | 4.18 | 3,978,200 | 4,012,920 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPUW3 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 9/11/2023 | 9/1/2026 | 4.80 | 4.23 | 3,994,800 | 4,021,680 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133EPZY4 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 11/1/2023 | 7/30/2026 | 5.05 | 4.14 | 3,995,640 | 4,033,200 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ERAK7 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 4/15/2024 | 4/10/2029 | 4.64 | 4.00 | 4,942,000 | 5,063,650 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ERDZ1 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 5/30/2024 | 5/8/2026 | 5.04 | 4.14 | 7,957,920 | 8,036,400 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ERPV7 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 8/23/2024 | 8/16/2027 | 3.86 | 4.06 | 4,984,050 | 4,970,150 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ERSP7 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 9/19/2024 | 9/10/2029 | 3.53 | 4.08 | 1,183,550 | 1,159,049 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ERSP7 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 9/19/2024 | 9/10/2029 | 3.53 | 4.08 | 1,927,036 | 1,887,733 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3133ETQN0 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 7/25/2025 | 7/22/2030 | 4.80 | 4.81 | 5,990,700 | 5,987,580 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3135G05X7 | FEDERAL NATIONAL MORTGAGE ASSOCIATION | 12/6/2021 | 8/25/2025 | 1.16 | 4.43 | 7,771,280 | 7,978,400 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136A9MS4 | FNA 2012-M14 AL | 4/26/2023 | 9/25/2027 | 5.87 | 5.84 | 3,521,153 | 3,595,492 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136ARTE8 | FNA 2016-M03 A2 | 10/12/2022 | 2/25/2026 | 5.16 | 4.79 | 1,455,734 | 1,526,038 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136AV6R5 | FNGT 2017-T1 A | 2/20/2024 | 6/25/2027 | 4.93 | 4.42 | 2,646,322 | 2,732,232 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136AV6R5 | FNGT 2017-T1 A | 3/4/2024 | 6/25/2027 | 4.99 | 4.42 | 927,801 | 958,678 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136AY7L1 | FNA 2018-M1 A2 | 4/21/2023 | 12/25/2027 | 4.92 | 4.94 | 629,096 | 645,590 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136B0YM2 | FNA 2018-M2 A2 | 4/8/2025 | 1/25/2028 | 4.60 | 4.96 | 2,533,528 | 2,527,085 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3136BTGM9 | FNA 2024-M6 A2 | 12/17/2024 | 7/25/2027 | 4.45 | 4.94 | 3,932,375 | 3,975,163 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137A47J0 | FHR 3778 L | 5/11/2022 | 12/15/2025 | 2.83 | 5.27 | 16,796 | 16,596 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137A6YW6 | FHR 3806 L | 4/9/2021 | 2/15/2026 | 0.56 | 5.25 | 12,575 | 11,846 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137A6YW6 | FHR 3806 L | 12/10/2021 | 2/15/2026 | 1.20 | 5.25 | 1,677 | 1,611 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137A6YW6 | FHR 3806 L | 5/5/2022 | 2/15/2026 | 2.71 | 5.25 | 88,076 | 86,360 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BM7C4 | FHMS K-051 A2 | 5/19/2022 | 9/25/2025 | 3.00 | 4.76 | 2,236,015 | 2,209,849 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BM7C4 | FHMS K-051 A2 | 8/10/2022 | 9/25/2025 | 3.51 | 4.76 | 1,115,090 | 1,118,736 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BN6G4 | FHMS K-053 A2 | 8/9/2022 | 12/25/2025 | 3.33 | 4.34 | 2,969,612 | 2,983,953 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BNGT5 | FHMS K-054 A2 | 2/21/2023 | 1/25/2026 | 4.64 | 4.51 | 4,166,830 | 4,345,908 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BNGT5 | FHMS K-054 A2 | 3/6/2023 | 1/25/2026 | 4.99 | 4.51 | 1,343,022 | 1,412,420 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BNGT5 | FHMS K-054 A2 | 5/15/2023 | 1/25/2026 | 4.17 | 4.51 | 4,146,991 | 4,258,990 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BRQJ7 | FHMS K-057 A2 | 3/7/2023 | 7/25/2026 | 4.94 | 4.40 | 1,630,808 | 1,723,944 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BRQJ7 | FHMS K-057 A2 | 5/23/2023 | 7/25/2026 | 4.31 | 4.40 | 2,084,408 | 2,154,930 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BSP72 | FHMS K-058 A2 | 4/17/2023 | 8/25/2026 | 4.10 | 4.37 | 2,290,781 | 2,355,240 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BSRE5 | FHMS K-059 A2 | 11/20/2023 | 9/25/2026 | 5.15 | 4.37 | 3,078,232 | 3,202,615 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BTUM1 | FHMS K-061 A2 | 5/24/2023 | 11/25/2026 | 4.31 | 4.53 | 1,601,681 | 1,626,107 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BUX60 | FHMS K-062 A2 | 11/13/2023 | 12/25/2026 | 5.08 | 4.31 | 1,904,297 | 1,972,780 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BVZ82 | FHMS K-063 A2 | 12/9/2022 | 1/25/2027 | 4.28 | 4.32 | 3,872,656 | 3,945,920 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BVZ82 | FHMS K-063 A2 | 10/20/2023 | 1/25/2027 | 5.40 | 4.32 | 1,720,633 | 1,800,326 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BXRT1 | FHMS K-S08 A2 | 9/16/2022 | 3/25/2027 | 4.08 | 4.10 | 894,504 | 911,440 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137BXRT1 | FHMS K-S08 A2 | 1/13/2023 | 3/25/2027 | 4.31 | 4.10 | 456,260 | 468,037 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F1G44 | FHMS K-065 A2 | 5/1/2023 | 4/25/2027 | 4.10 | 4.27 | 1,162,125 | 1,178,388 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F1G44 | FHMS K-065 A2 | 5/14/2024 | 4/25/2027 | 4.97 | 4.27 | 2,716,963 | 2,798,672 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F2LJ3 | FHMS K-066 A2 | 7/15/2024 | 6/25/2027 | 4.76 | 4.26 | 2,055,770 | 2,105,323 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F2LJ3 | FHMS K-066 A2 | 4/11/2025 | 6/25/2027 | 4.20 | 4.26 | 1,221,777 | 1,224,025 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F4D41 | FHMS K-074 A2 | 3/4/2025 | 1/25/2028 | 4.36 | 4.21 | 1,712,471 | 1,722,683 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F4X72 | FHMS K-075 A2 | 3/10/2025 | 2/25/2028 | 4.24 | 4.20 | 2,308,967 | 2,314,938 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FAWS3 | FHMS K-067 A2 | 4/18/2023 | 7/25/2027 | 4.09 | 4.23 | 3,858,125 | 3,916,840 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FAWS3 | FHMS K-067 A2 | 6/9/2025 | 7/25/2027 | 4.19 | 4.23 | 1,957,656 | 1,958,420 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBBX3 | FHMS K-068 A2 | 5/17/2023 | 8/25/2027 | 3.98 | 4.22 | 2,912,461 | 2,939,130 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBBX3 | FHMS K-068 A2 | 6/21/2024 | 8/25/2027 | 4.81 | 4.22 | 2,575,758 | 2,645,217 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBBX3 | FHMS K-068 A2 | 8/19/2024 | 8/25/2027 | 4.17 | 4.22 | 778,531 | 783,768 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBU79 | FHMS K-069 A2 | 6/14/2023 | 9/25/2027 | 4.41 | 4.22 | 3,735,113 | 3,832,162 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBU79 | FHMS K-069 A2 | 6/21/2024 | 9/25/2027 | 4.83 | 4.22 | 2,517,069 | 2,586,709 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBU79 | FHMS K-069 A2 | 12/31/2024 | 9/25/2027 | 4.65 | 4.22 | 943,192 | 958,003 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FBU79 | FHMS K-069 A2 | 3/11/2025 | 9/25/2027 | 4.27 | 4.22 | 715,286 | 718,530 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FCJK1 | FHMS K-070 A2 | 8/1/2024 | 11/25/2027 | 4.55 | 4.21 | 1,851,685 | 1,885,384 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FCJK1 | FHMS K-070 A2 | 12/31/2024 | 11/25/2027 | 4.65 | 4.21 | 1,118,131 | 1,136,077 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FEBQ2 | FHMS K-072 A2 | 3/28/2025 | 12/25/2027 | 4.29 | 4.22 | 640,263 | 642,772 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FETN0 | FHMS K-073 A2 | 5/30/2023 | 1/25/2028 | 4.28 | 4.21 | 6,511,410 | 6,633,267 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FETN0 | FHMS K-073 A2 | 3/28/2025 | 1/25/2028 | 4.29 | 4.21 | 5,604,453 | 5,629,710 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FEZU7 | FHMS K-076 A2 | 3/7/2025 | 4/25/2028 | 4.23 | 4.20 | 1,977,969 | 1,981,600 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FEZU7 | FHMS K-076 A2 | 3/31/2025 | 4/25/2028 | 4.33 | 4.20 | 2,219,590 | 2,229,300 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FG6X8 | FHMS K-077 A2 | 6/11/2025 | 5/25/2028 | 4.31 | 4.19 | 1,824,057 | 1,830,520 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FGZT5 | FHMS K-079 A2 | 4/22/2025 | 6/25/2028 | 4.21 | 4.18 | 2,475,098 | 2,478,250 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FJEH8 | FHMS K-081 A2 | 3/25/2024 | 8/25/2028 | 4.65 | 4.18 | 4,803,447 | 4,907,630 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FJXQ7 | FHMS K-733 A2 | 3/9/2023 | 8/25/2025 | 5.11 | 4.65 | 126,455 | 130,138 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FJXQ7 | FHMS K-733 A2 | 3/9/2023 | 8/25/2025 | 5.11 | 4.65 | 316,138 | 325,344 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FJZ93 | FHMS K-084 A2 | 12/12/2024 | 10/25/2028 | 4.35 | 4.19 | 3,916,250 | 3,944,960 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FKZZ2 | FHMS K-088 A2 | 5/7/2025 | 1/25/2029 | 4.17 | 4.20 | 1,965,234 | 1,964,900 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FL6P4 | FHMS K-089 A2 | 7/3/2025 | 1/25/2029 | 4.11 | 4.20 | 328,653 | 327,692 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FLMV3 | FHMS K-090 A2 | 3/31/2025 | 2/25/2029 | 4.37 | 4.20 | 2,896,875 | 2,920,110 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FLN34 | FHMS K-734 A2 | 4/24/2023 | 2/25/2026 | 4.55 | 4.11 | 1,668,248 | 1,714,793 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FLYV0 | FHMS K-092 A2 | 9/24/2024 | 4/25/2029 | 3.83 | 4.22 | 1,954,531 | 1,935,500 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FMCR1 | FHMS K-093 A2 | 10/21/2024 | 5/25/2029 | 4.15 | 4.22 | 2,834,324 | 2,850,678 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FNWX4 | FHMS K-736 A2 | 10/11/2023 | 7/25/2026 | 5.30 | 4.42 | 2,190,786 | 2,315,639 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FPHK4 | FHMS K-098 A2 | 3/31/2025 | 8/25/2029 | 4.31 | 4.24 | 1,852,344 | 1,867,620 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137FQ3Y7 | FHMS K-101 A1 | 12/31/2024 | 7/25/2029 | 4.96 | 4.69 | 689,558 | 697,292 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137H5YC5 | FHMS K-748 A2 | 8/22/2024 | 1/25/2029 | 4.19 | 4.24 | 1,847,109 | 1,874,120 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137H9D71 | FHMS K-750 A2 | 11/4/2024 | 9/25/2029 | 4.45 | 4.27 | 1,881,406 | 1,910,520 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HA4B9 | FHMS K-751 A2 | 3/28/2025 | 3/25/2030 | 4.41 | 4.29 | 2,996,367 | 3,009,540 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HAMS2 | FHMS K-507 A2 | 10/15/2024 | 9/25/2028 | 4.35 | 4.27 | 1,267,578 | 1,266,050 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HAST4 | FHMS K-509 A2 | 10/15/2024 | 9/25/2028 | 4.34 | 4.25 | 1,524,492 | 1,522,560 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HBFY5 | FHMS K-513 A2 | 9/30/2024 | 12/25/2028 | 3.92 | 4.29 | 1,645,875 | 1,618,160 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HBFY5 | FHMS K-513 A2 | 7/8/2025 | 12/25/2028 | 4.15 | 4.29 | 2,032,188 | 2,022,561 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HC2C5 | FHMS K-517 A2 | 9/30/2024 | 1/25/2029 | 3.95 | 4.24 | 1,579,863 | 1,549,830 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HC2L5 | FHMS K-518 A2 | 9/30/2024 | 1/25/2029 | 4.00 | 4.30 | 1,605,301 | 1,574,669 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HCKV3 | FHMS K-520 A2 | 9/30/2024 | 3/25/2029 | 4.02 | 4.30 | 1,405,262 | 1,381,261 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HFNZ4 | FHMS K-528 A2 | 9/12/2024 | 7/25/2029 | 4.02 | 4.30 | 566,089 | 558,247 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HH6C0 | FHMS K-529 A2 | 10/16/2024 | 9/25/2029 | 4.02 | 4.31 | 974,088 | 970,251 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HHJL6 | FHMS K-530 A2 | 11/27/2024 | 9/25/2029 | 4.64 | 4.31 | 1,201,222 | 1,214,204 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HHUN9 | FHMS K-531 A2 | 12/12/2024 | 10/25/2029 | 4.65 | 4.32 | 803,634 | 808,176 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137HKXJ8 | FHMS K-539 A2 | 4/24/2025 | 1/25/2030 | 4.34 | 4.33 | 444,984 | 445,846 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F64P9 | FHMS K-739 A2 | 11/4/2024 | 9/25/2027 | 4.46 | 4.25 | 4,345,381 | 4,455,224 |
| MANAGED PORTFOLIO | FEDERAL AGENCY/GSE | 3137F64P9 | FHMS K-739 A2 | 3/28/2025 | 9/25/2027 | 4.26 | 4.25 | 670,182 | 676,448 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR FEDERAL AGENCY/GSE*** | | | | | | | ***274,833,971*** | ***278,214,433*** |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00138CBB3 | COREBRIDGE GLOBAL FUNDING | 8/22/2024 | 8/20/2027 | 4.66 | 4.42 | 1,859,702 | 1,868,184 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00138CBD9 | COREBRIDGE GLOBAL FUNDING | 1/9/2025 | 1/7/2028 | 4.90 | 4.38 | 590,000 | 597,021 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00138CBF4 | COREBRIDGE GLOBAL FUNDING | 6/6/2025 | 6/6/2030 | 4.88 | 4.74 | 973,801 | 979,514 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00287YBV0 | ABBVIE INC | 6/13/2024 | 11/21/2026 | 4.93 | 4.35 | 4,703,375 | 4,838,419 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00287YBX6 | ABBVIE INC | 4/29/2025 | 11/21/2029 | 4.40 | 4.40 | 1,902,080 | 1,906,640 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00287YDS5 | ABBVIE INC | 9/19/2024 | 3/15/2029 | 3.99 | 4.35 | 1,197,468 | 1,176,881 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00287YDS5 | ABBVIE INC | 3/27/2025 | 3/15/2029 | 4.53 | 4.35 | 287,693 | 289,148 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00440EAV9 | CHUBB INA HOLDINGS LLC | 8/28/2023 | 5/3/2026 | 5.19 | 4.49 | 1,651,406 | 1,715,468 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00440EAV9 | CHUBB INA HOLDINGS LLC | 12/29/2023 | 5/3/2026 | 4.60 | 4.49 | 2,207,530 | 2,250,932 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00440KAA1 | ACCENTURE CAPITAL INC | 10/4/2024 | 10/4/2027 | 3.95 | 4.21 | 569,265 | 566,295 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00440KAB9 | ACCENTURE CAPITAL INC | 10/4/2024 | 10/4/2029 | 4.09 | 4.34 | 544,046 | 539,016 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00724PAE9 | ADOBE INC | 4/4/2024 | 4/4/2027 | 4.87 | 4.10 | 1,544,228 | 1,562,659 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 00724PAH2 | ADOBE INC | 1/17/2025 | 1/17/2028 | 4.77 | 4.11 | 2,398,728 | 2,434,536 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 007903BJ5 | ADVANCED MICRO DEVICES INC | 3/24/2025 | 3/24/2028 | 4.32 | 4.19 | 2,095,000 | 2,101,243 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 009158AY2 | AIR PRODUCTS AND CHEMICALS INC | 2/13/2024 | 5/15/2027 | 4.71 | 4.23 | 1,829,260 | 1,918,840 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 009158BH8 | AIR PRODUCTS AND CHEMICALS INC | 9/3/2024 | 2/8/2029 | 4.11 | 4.27 | 509,605 | 505,200 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 009158BN5 | AIR PRODUCTS AND CHEMICALS INC | 6/11/2025 | 6/11/2028 | 4.32 | 4.27 | 1,498,995 | 1,500,975 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 023135BC9 | AMAZON.COM INC | 7/15/2024 | 8/22/2027 | 4.73 | 4.11 | 3,819,680 | 3,924,840 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816CL1 | AMERICAN EXPRESS CO | 11/4/2021 | 11/4/2026 | 0.70 | 4.77 | 560,000 | 561,394 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816DG1 | AMERICAN EXPRESS CO | 7/28/2023 | 7/28/2027 | 5.39 | 4.56 | 2,445,000 | 2,464,487 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816DL0 | AMERICAN EXPRESS CO | 10/30/2023 | 10/30/2026 | 6.35 | 4.69 | 765,000 | 768,022 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816DT3 | AMERICAN EXPRESS CO | 4/25/2024 | 4/23/2027 | 5.65 | 4.60 | 595,000 | 599,361 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816DV8 | AMERICAN EXPRESS CO | 7/26/2024 | 7/26/2028 | 5.05 | 4.74 | 475,000 | 480,463 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816ED7 | AMERICAN EXPRESS CO | 4/25/2025 | 4/25/2029 | 4.73 | 4.70 | 3,140,000 | 3,167,506 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 025816EJ4 | AMERICAN EXPRESS CO | 7/25/2025 | 7/20/2029 | 4.35 | 4.63 | 4,190,000 | 4,181,746 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 02665WEK3 | AMERICAN HONDA FINANCE CORP | 7/7/2023 | 7/7/2026 | 5.30 | 4.44 | 1,243,469 | 1,254,051 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 02665WFQ9 | AMERICAN HONDA FINANCE CORP | 9/13/2024 | 9/5/2029 | 4.28 | 4.52 | 804,152 | 796,520 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 02665WFT3 | AMERICAN HONDA FINANCE CORP | 7/8/2025 | 10/22/2027 | 4.42 | 4.43 | 2,626,313 | 2,625,971 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 03073EAV7 | CENCORA INC | 12/9/2024 | 12/15/2027 | 4.69 | 4.41 | 419,223 | 421,898 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 032654BD6 | ANALOG DEVICES INC | 6/16/2025 | 6/15/2028 | 4.29 | 4.25 | 2,292,521 | 2,294,954 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 032654BE4 | ANALOG DEVICES INC | 6/16/2025 | 6/15/2030 | 4.52 | 4.43 | 1,273,878 | 1,278,557 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 037833BY5 | APPLE INC | 2/27/2023 | 2/23/2026 | 4.76 | 4.28 | 1,916,880 | 1,988,700 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 037833BY5 | APPLE INC | 3/23/2023 | 2/23/2026 | 4.39 | 4.28 | 1,938,220 | 1,988,700 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 037833EY2 | APPLE INC | 5/12/2025 | 5/12/2028 | 4.07 | 4.00 | 1,746,570 | 1,749,965 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 037833EZ9 | APPLE INC | 5/12/2025 | 5/12/2030 | 4.24 | 4.18 | 673,853 | 675,581 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 04636NAK9 | ASTRAZENECA FINANCE LLC | 2/26/2024 | 2/26/2027 | 4.86 | 4.18 | 1,712,119 | 1,730,092 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 04685A3T6 | ATHENE GLOBAL FUNDING | 3/26/2024 | 3/25/2027 | 5.52 | 4.63 | 2,555,000 | 2,590,540 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05253JAZ4 | AUSTRALIA AND NEW ZEALAND BANKING GROUP | 1/18/2024 | 1/18/2027 | 4.75 | 4.19 | 2,350,000 | 2,368,636 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05253JB75 | AUSTRALIA AND NEW ZEALAND BANKING GROUP | 6/18/2025 | 6/18/2028 | 4.36 | 4.22 | 1,850,000 | 1,856,993 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECH6 | BMW US CAPITAL LLC | 4/2/2024 | 4/2/2027 | 4.94 | 4.43 | 2,447,085 | 2,468,155 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECH6 | BMW US CAPITAL LLC | 8/13/2024 | 4/2/2027 | 4.51 | 4.51 | 964,149 | 960,940 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECH6 | BMW US CAPITAL LLC | 3/27/2025 | 4/2/2027 | 4.59 | 4.51 | 246,465 | 246,524 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECP8 | BMW US CAPITAL LLC | 8/13/2024 | 8/13/2026 | 4.65 | 4.54 | 3,964,921 | 3,969,243 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECW3 | BMW US CAPITAL LLC | 3/21/2025 | 3/21/2028 | 4.77 | 4.42 | 354,823 | 357,907 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 05565ECY9 | BMW US CAPITAL LLC | 3/21/2025 | 3/21/2030 | 5.06 | 4.58 | 284,926 | 290,429 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GGL7 | BANK OF AMERICA CORP | 8/13/2024 | 4/24/2028 | 4.75 | 4.50 | 1,757,601 | 1,781,259 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GGL7 | BANK OF AMERICA CORP | 11/5/2024 | 4/24/2028 | 4.81 | 4.52 | 3,820,040 | 3,867,354 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GGL7 | BANK OF AMERICA CORP | 3/26/2025 | 4/24/2028 | 4.63 | 4.50 | 476,188 | 478,621 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GHG7 | BANK OF AMERICA CORP | 9/13/2024 | 3/5/2029 | 4.41 | 4.47 | 492,925 | 493,940 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GHM4 | BANK OF AMERICA CORP | 11/12/2024 | 7/23/2029 | 4.79 | 4.41 | 1,965,280 | 1,992,480 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GLE7 | BANK OF AMERICA CORP | 1/20/2023 | 1/20/2027 | 5.08 | 4.43 | 1,425,000 | 1,429,232 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GLS6 | BANK OF AMERICA CORP | 3/26/2025 | 9/15/2029 | 4.70 | 4.47 | 2,070,900 | 2,077,780 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GMK2 | BANK OF AMERICA CORP | 1/24/2025 | 1/24/2029 | 4.98 | 4.44 | 9,625,000 | 9,744,543 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06051GMT3 | BANK OF AMERICA CORP | 5/9/2025 | 5/9/2029 | 4.81 | 4.46 | 3,980,000 | 3,996,756 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06405LAH4 | BANK OF NEW YORK MELLON | 4/22/2025 | 4/20/2029 | 4.73 | 4.31 | 3,030,000 | 3,061,967 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06405LAH4 | BANK OF NEW YORK MELLON | 4/22/2025 | 4/20/2029 | 4.73 | 4.35 | 895,000 | 903,555 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06406RAH0 | BANK OF NEW YORK MELLON CORP | 9/13/2024 | 4/28/2028 | 4.00 | 4.06 | 746,340 | 745,830 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06406RBA4 | BANK OF NEW YORK MELLON CORP | 8/31/2022 | 1/26/2027 | 3.95 | 4.24 | 3,695,080 | 3,875,360 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06406RBX4 | BANK OF NEW YORK MELLON CORP | 7/22/2024 | 7/21/2028 | 4.89 | 4.30 | 2,050,000 | 2,072,530 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 06406RCH8 | BANK OF NEW YORK MELLON CORP | 6/10/2025 | 6/9/2028 | 4.45 | 4.53 | 1,785,000 | 1,788,463 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 09290DAH4 | BLACKROCK INC | 7/26/2024 | 7/26/2027 | 4.55 | 4.17 | 2,002,720 | 2,015,540 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 09290DAH4 | BLACKROCK INC | 7/26/2024 | 7/26/2027 | 4.57 | 4.17 | 3,002,580 | 3,023,310 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 09290DAH4 | BLACKROCK INC | 7/26/2024 | 7/26/2027 | 4.60 | 4.17 | 2,234,933 | 2,252,366 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 10373QBY5 | BP CAPITAL MARKETS AMERICA INC | 5/17/2024 | 11/17/2027 | 5.02 | 4.30 | 2,700,000 | 2,740,365 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 110122EE4 | BRISTOL-MYERS SQUIBB CO | 2/22/2024 | 2/22/2027 | 4.94 | 4.19 | 859,071 | 868,652 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 127387AM0 | CADENCE DESIGN SYSTEMS INC | 9/10/2024 | 9/10/2027 | 4.21 | 4.24 | 1,539,738 | 1,538,737 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 133131BA9 | CAMDEN PROPERTY TRUST | 11/3/2023 | 11/3/2026 | 5.85 | 4.53 | 2,449,927 | 2,486,481 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAL4 | CATERPILLAR FINANCIAL SERVICES CORP | 5/14/2024 | 5/14/2027 | 5.04 | 4.23 | 2,562,179 | 2,598,499 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAL4 | CATERPILLAR FINANCIAL SERVICES CORP | 5/17/2024 | 5/14/2027 | 4.89 | 4.23 | 5,014,650 | 5,065,300 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAN0 | CATERPILLAR FINANCIAL SERVICES CORP | 8/16/2024 | 10/16/2026 | 4.49 | 4.23 | 3,267,449 | 3,278,306 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAQ3 | CATERPILLAR FINANCIAL SERVICES CORP | 8/16/2024 | 8/16/2029 | 4.44 | 4.27 | 728,022 | 732,949 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAR1 | CATERPILLAR FINANCIAL SERVICES CORP | 8/16/2024 | 10/15/2027 | 4.42 | 4.17 | 1,319,340 | 1,326,204 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAS9 | CATERPILLAR FINANCIAL SERVICES CORP | 11/15/2024 | 11/15/2027 | 4.63 | 4.19 | 1,248,925 | 1,261,063 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAU4 | CATERPILLAR FINANCIAL SERVICES CORP | 11/15/2024 | 11/15/2029 | 4.74 | 4.32 | 549,104 | 558,036 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAV2 | CATERPILLAR FINANCIAL SERVICES CORP | 1/8/2025 | 1/7/2027 | 4.52 | 4.20 | 999,550 | 1,004,140 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 14913UAX8 | CATERPILLAR FINANCIAL SERVICES CORP | 1/8/2025 | 1/8/2030 | 4.84 | 4.31 | 1,542,018 | 1,575,081 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 166756AZ9 | CHEVRON USA INC | 2/26/2025 | 2/26/2027 | 4.41 | 4.12 | 1,885,000 | 1,893,147 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 166756AZ9 | CHEVRON USA INC | 3/27/2025 | 2/26/2027 | 4.14 | 4.12 | 482,309 | 482,075 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 166756BB1 | CHEVRON USA INC | 2/26/2025 | 2/26/2028 | 4.48 | 4.16 | 7,960,000 | 8,019,620 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17252MAR1 | CINTAS NO 2 CORP | 5/2/2025 | 5/1/2028 | 4.25 | 4.23 | 1,737,773 | 1,738,434 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17275RBQ4 | CISCO SYSTEMS INC | 2/26/2024 | 2/26/2027 | 4.85 | 4.13 | 5,802,447 | 5,865,602 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17275RBQ4 | CISCO SYSTEMS INC | 3/4/2024 | 2/26/2027 | 4.78 | 4.13 | 2,336,261 | 2,357,346 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17275RBX9 | CISCO SYSTEMS INC | 2/24/2025 | 2/24/2030 | 4.77 | 4.33 | 124,906 | 127,120 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17275RBX9 | CISCO SYSTEMS INC | 3/12/2025 | 2/24/2030 | 4.56 | 4.33 | 2,016,520 | 2,033,920 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 172967LW9 | CITIGROUP INC | 5/19/2025 | 4/23/2029 | 4.72 | 4.53 | 3,134,239 | 3,153,219 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 172967PF2 | CITIGROUP INC | 7/16/2025 | 2/13/2030 | 4.74 | 4.65 | 1,926,942 | 1,931,952 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 172967PZ8 | CITIGROUP INC | 5/7/2025 | 5/7/2028 | 4.64 | 4.58 | 3,735,000 | 3,738,810 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBB3 | CITIBANK NA | 8/6/2024 | 9/29/2028 | 4.51 | 4.34 | 722,692 | 718,690 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBC1 | CITIBANK NA | 12/4/2023 | 12/4/2026 | 5.49 | 4.40 | 1,440,000 | 1,458,893 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBJ6 | CITIBANK NA | 8/6/2024 | 8/6/2026 | 4.93 | 4.41 | 330,000 | 331,558 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBL1 | CITIBANK NA | 11/19/2024 | 11/19/2027 | 4.88 | 4.54 | 1,925,000 | 1,932,854 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBN7 | CITIBANK NA | 5/29/2025 | 5/29/2027 | 4.58 | 4.40 | 955,000 | 957,703 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17325FBP2 | CITIBANK NA | 5/29/2025 | 5/29/2030 | 4.91 | 4.54 | 1,000,000 | 1,015,690 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 17327CAW3 | CITIGROUP INC | 3/4/2025 | 3/4/2029 | 4.79 | 4.57 | 2,805,000 | 2,819,754 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 194162AT0 | COLGATE-PALMOLIVE CO | 5/2/2025 | 5/1/2030 | 4.21 | 4.25 | 1,614,144 | 1,611,754 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 20030NDK4 | COMCAST CORP | 11/5/2024 | 4/1/2027 | 4.46 | 4.37 | 3,812,544 | 3,848,484 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 20030NEH0 | COMCAST CORP | 9/13/2024 | 6/1/2029 | 4.12 | 4.34 | 624,444 | 615,720 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 20271RAV2 | COMMONWEALTH BANK OF AUSTRALIA (NEW YORK BRANCH) | 3/14/2025 | 3/14/2028 | 4.42 | 4.19 | 1,580,000 | 1,589,085 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 21688ABC5 | COOPERATIEVE RABOBANK UA (NEW YORK BRANCH) | 9/3/2024 | 1/9/2029 | 4.28 | 4.32 | 510,175 | 507,635 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 21688ABM3 | COOPERATIEVE RABOBANK UA (NEW YORK BRANCH) | 5/27/2025 | 5/27/2027 | 4.37 | 4.18 | 1,485,000 | 1,489,886 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 231021AY2 | CUMMINS INC | 5/9/2025 | 5/9/2028 | 4.28 | 4.21 | 299,790 | 300,315 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 23338VAU0 | DTE ELECTRIC CO | 2/29/2024 | 12/1/2026 | 4.85 | 4.22 | 3,459,446 | 3,487,991 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXF1 | JOHN DEERE CAPITAL CORP | 1/8/2024 | 1/8/2027 | 4.54 | 4.19 | 998,890 | 1,004,250 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXF1 | JOHN DEERE CAPITAL CORP | 1/17/2024 | 1/8/2027 | 4.52 | 4.19 | 3,997,840 | 4,017,000 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXM6 | JOHN DEERE CAPITAL CORP | 3/7/2024 | 3/5/2027 | 4.88 | 4.22 | 1,348,745 | 1,362,852 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXR5 | JOHN DEERE CAPITAL CORP | 6/11/2024 | 6/11/2027 | 4.95 | 4.17 | 2,172,303 | 2,203,210 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXT1 | JOHN DEERE CAPITAL CORP | 8/20/2024 | 6/11/2029 | 4.33 | 4.29 | 2,044,940 | 2,039,280 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EXV6 | JOHN DEERE CAPITAL CORP | 9/6/2024 | 7/15/2027 | 4.21 | 4.16 | 1,734,757 | 1,736,371 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 24422EYD5 | JOHN DEERE CAPITAL CORP | 6/5/2025 | 6/5/2028 | 4.28 | 4.20 | 1,163,963 | 1,166,515 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 26442CAX2 | DUKE ENERGY CAROLINAS LLC | 12/12/2023 | 11/15/2028 | 4.90 | 4.23 | 3,653,676 | 3,777,501 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 26442CBA1 | DUKE ENERGY CAROLINAS LLC | 2/28/2025 | 2/1/2030 | 4.69 | 4.40 | 1,804,900 | 1,842,120 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 26875PAX9 | EOG RESOURCES INC | 7/1/2025 | 7/15/2028 | 4.43 | 4.29 | 984,035 | 987,797 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 29379VCE1 | ENTERPRISE PRODUCTS OPERATING LLC | 1/11/2024 | 1/11/2027 | 4.64 | 4.35 | 2,562,358 | 2,573,336 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 29446Q2A0 | EQUITABLE AMERICA GLOBAL FUNDING | 6/9/2025 | 6/9/2028 | 4.66 | 4.55 | 3,218,937 | 3,228,823 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 29446Q2B8 | EQUITABLE AMERICA GLOBAL FUNDING | 6/9/2025 | 6/9/2030 | 4.97 | 4.79 | 1,418,566 | 1,429,548 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 29449WAT4 | EQUITABLE FINANCIAL LIFE GLOBAL FUNDING | 3/27/2025 | 3/27/2030 | 5.05 | 4.66 | 434,108 | 441,081 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 30303M8S4 | META PLATFORMS INC | 8/16/2024 | 8/15/2029 | 4.29 | 4.18 | 1,595,750 | 1,601,981 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 30303M8S4 | META PLATFORMS INC | 3/27/2025 | 8/15/2029 | 4.40 | 4.18 | 403,315 | 406,773 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 31677QBU2 | FIFTH THIRD BANK NA | 1/28/2025 | 1/28/2028 | 4.97 | 4.55 | 1,015,000 | 1,021,110 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 341081GN1 | FLORIDA POWER & LIGHT CO | 7/24/2023 | 5/15/2028 | 4.78 | 4.24 | 3,935,680 | 4,015,480 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 341081GN1 | FLORIDA POWER & LIGHT CO | 9/19/2024 | 5/15/2028 | 3.96 | 4.28 | 862,019 | 852,502 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 341081GN1 | FLORIDA POWER & LIGHT CO | 3/27/2025 | 5/15/2028 | 4.45 | 4.28 | 229,646 | 230,677 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 373334KL4 | GEORGIA POWER CO | 11/6/2024 | 9/15/2029 | 4.67 | 4.38 | 1,762,476 | 1,805,554 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 373334KL4 | GEORGIA POWER CO | 3/27/2025 | 9/15/2029 | 4.65 | 4.38 | 446,234 | 453,727 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38141GC77 | GOLDMAN SACHS GROUP INC | 4/23/2025 | 4/23/2028 | 4.94 | 4.57 | 1,560,000 | 1,569,391 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38141GZR8 | GOLDMAN SACHS GROUP INC | 10/10/2024 | 3/15/2028 | 4.64 | 4.61 | 1,606,688 | 1,619,662 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38141GZR8 | GOLDMAN SACHS GROUP INC | 3/26/2025 | 3/15/2028 | 4.66 | 4.61 | 401,997 | 403,685 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38145GAH3 | GOLDMAN SACHS GROUP INC | 11/14/2023 | 11/16/2026 | 5.94 | 4.54 | 1,937,324 | 2,048,067 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38145GAM2 | GOLDMAN SACHS GROUP INC | 8/10/2023 | 8/10/2026 | 5.80 | 4.86 | 1,160,000 | 1,160,232 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38151LAF7 | GOLDMAN SACHS BANK USA | 3/18/2024 | 3/18/2027 | 5.28 | 4.68 | 2,220,000 | 2,228,081 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 38151LAG5 | GOLDMAN SACHS BANK USA | 5/21/2024 | 5/21/2027 | 5.41 | 4.65 | 1,265,000 | 1,272,426 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 40139LBK8 | GUARDIAN LIFE GLOBAL FUNDING | 4/28/2025 | 4/28/2030 | 4.80 | 4.55 | 1,500,000 | 1,515,525 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 40428HR95 | HSBC USA INC | 6/3/2025 | 6/3/2028 | 4.67 | 4.46 | 764,640 | 768,756 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 427866BK3 | HERSHEY CO | 2/24/2025 | 2/24/2028 | 4.58 | 4.13 | 779,462 | 787,613 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 427866BL1 | HERSHEY CO | 2/24/2025 | 2/24/2030 | 4.79 | 4.38 | 628,891 | 639,343 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 437076CR1 | HOME DEPOT INC | 9/19/2022 | 9/15/2025 | 4.01 | 4.57 | 1,699,388 | 1,698,674 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 437076CZ3 | HOME DEPOT INC | 6/25/2024 | 6/25/2026 | 5.21 | 4.34 | 5,219,200 | 5,261,732 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 437076DB5 | HOME DEPOT INC | 6/25/2024 | 6/25/2027 | 4.92 | 4.20 | 2,796,304 | 2,832,872 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 437076DB5 | HOME DEPOT INC | 6/25/2024 | 6/25/2027 | 5.00 | 4.20 | 2,860,500 | 2,903,694 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 438516BU9 | HONEYWELL INTERNATIONAL INC | 8/20/2024 | 8/15/2029 | 4.20 | 4.30 | 1,865,940 | 1,882,380 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 440452AK6 | HORMEL FOODS CORP | 3/8/2024 | 3/30/2027 | 4.84 | 4.34 | 2,282,784 | 2,300,721 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 44644MAK7 | HUNTINGTON NATIONAL BANK | 2/26/2025 | 4/12/2028 | 4.87 | 4.55 | 1,265,000 | 1,271,452 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 44891ACT2 | HYUNDAI CAPITAL AMERICA | 8/13/2024 | 1/8/2027 | 4.84 | 4.64 | 1,402,802 | 1,401,526 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 44891ACT2 | HYUNDAI CAPITAL AMERICA | 3/27/2025 | 1/8/2027 | 4.82 | 4.64 | 347,470 | 347,861 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 44891ADU8 | HYUNDAI CAPITAL AMERICA | 6/23/2025 | 6/23/2027 | 4.88 | 4.69 | 2,854,629 | 2,864,165 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46625HRY8 | JPMORGAN CHASE & CO | 8/13/2024 | 2/1/2028 | 4.69 | 4.82 | 2,898,373 | 2,916,053 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46625HRY8 | JPMORGAN CHASE & CO | 3/26/2025 | 2/1/2028 | 4.59 | 4.82 | 768,955 | 768,419 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PAX4 | JPMORGAN CHASE & CO | 3/27/2025 | 12/5/2029 | 4.74 | 4.48 | 2,476,000 | 2,497,625 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PBT2 | JPMORGAN CHASE & CO | 10/18/2023 | 11/19/2026 | 6.28 | 4.74 | 2,211,269 | 2,433,038 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PCJ3 | JPMORGAN CHASE & CO | 9/13/2024 | 6/1/2029 | 4.35 | 4.46 | 553,518 | 562,236 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PDW3 | JPMORGAN CHASE & CO | 10/23/2023 | 10/22/2027 | 6.07 | 4.53 | 1,205,000 | 1,226,835 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEA0 | JPMORGAN CHASE & CO | 1/23/2024 | 1/23/2028 | 5.04 | 4.48 | 1,490,000 | 1,501,711 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEA0 | JPMORGAN CHASE & CO | 6/13/2024 | 1/23/2028 | 5.15 | 4.48 | 3,934,033 | 3,976,008 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEE2 | JPMORGAN CHASE & CO | 4/22/2024 | 4/22/2028 | 5.57 | 4.49 | 240,000 | 244,248 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEL6 | JPMORGAN CHASE & CO | 7/22/2024 | 7/22/2028 | 4.98 | 4.46 | 950,000 | 959,149 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEP7 | JPMORGAN CHASE & CO | 10/22/2024 | 10/22/2028 | 4.49 | 4.45 | 195,098 | 195,230 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEP7 | JPMORGAN CHASE & CO | 10/22/2024 | 10/22/2028 | 4.51 | 4.45 | 895,000 | 896,056 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46647PEU6 | JPMORGAN CHASE & CO | 1/24/2025 | 1/24/2029 | 4.92 | 4.45 | 2,485,000 | 2,512,037 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 46849LUX7 | JACKSON NATIONAL LIFE GLOBAL FUNDING | 1/9/2023 | 1/9/2026 | 5.58 | 4.74 | 1,601,549 | 1,610,136 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 478160DH4 | JOHNSON & JOHNSON | 2/20/2025 | 3/1/2028 | 4.57 | 3.99 | 1,044,394 | 1,058,836 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 48125LRU8 | JPMORGAN CHASE BANK NA | 12/8/2023 | 12/8/2026 | 5.11 | 4.34 | 2,965,000 | 2,992,841 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 49327M3E2 | KEYBANK NA | 8/8/2022 | 8/8/2025 | 4.16 | 5.28 | 349,902 | 349,916 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 49327M3G7 | KEYBANK NA | 1/26/2023 | 1/26/2026 | 4.73 | 4.83 | 354,705 | 354,776 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CJ5 | ELI LILLY AND CO | 2/9/2024 | 2/9/2027 | 4.52 | 4.15 | 2,468,691 | 2,482,152 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CK2 | ELI LILLY AND CO | 8/16/2024 | 2/9/2029 | 4.13 | 4.23 | 1,516,917 | 1,507,954 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CK2 | ELI LILLY AND CO | 3/27/2025 | 2/9/2029 | 4.35 | 4.23 | 386,944 | 388,336 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CQ9 | ELI LILLY AND CO | 8/14/2024 | 8/14/2029 | 4.25 | 4.21 | 1,137,503 | 1,139,590 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CU0 | ELI LILLY AND CO | 2/12/2025 | 2/12/2028 | 4.57 | 4.10 | 664,574 | 671,903 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 532457CV8 | ELI LILLY AND CO | 2/12/2025 | 2/12/2030 | 4.76 | 4.28 | 324,815 | 331,107 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 53359KAA9 | LINCOLN FINANCIAL GLOBAL FUNDING | 1/13/2025 | 1/13/2030 | 5.31 | 4.68 | 164,921 | 169,046 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 53359KAB7 | LINCOLN FINANCIAL GLOBAL FUNDING | 5/28/2025 | 5/28/2028 | 4.64 | 4.55 | 1,209,637 | 1,212,432 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 53359KAB7 | LINCOLN FINANCIAL GLOBAL FUNDING | 5/28/2025 | 5/28/2028 | 4.64 | 4.58 | 2,029,391 | 2,032,158 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 539830CC1 | LOCKHEED MARTIN CORP | 11/6/2024 | 2/15/2029 | 4.57 | 4.33 | 1,590,789 | 1,603,734 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 539830CC1 | LOCKHEED MARTIN CORP | 3/27/2025 | 2/15/2029 | 4.52 | 4.33 | 404,692 | 407,218 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 55261FAU8 | M&T BANK CORP | 12/17/2024 | 1/16/2029 | 4.84 | 4.86 | 870,000 | 874,681 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 55279HAV2 | MANUFACTURERS AND TRADERS TRUST CO | 1/27/2023 | 1/27/2026 | 4.71 | 4.67 | 2,430,763 | 2,434,708 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 55279HAW0 | MANUFACTURERS AND TRADERS TRUST CO | 8/6/2024 | 1/27/2028 | 5.15 | 4.43 | 340,111 | 347,094 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 564760CC8 | MANUFACTURERS AND TRADERS TRUST CO | 6/17/2025 | 7/6/2028 | 4.76 | 4.53 | 520,000 | 522,132 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571676AW5 | MARS INC | 3/12/2025 | 3/1/2027 | 4.50 | 4.36 | 3,796,580 | 3,805,320 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571676AW5 | MARS INC | 3/12/2025 | 3/1/2027 | 4.50 | 4.42 | 1,593,565 | 1,595,707 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571676AW5 | MARS INC | 3/27/2025 | 3/1/2027 | 4.44 | 4.42 | 425,094 | 425,188 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571676AX3 | MARS INC | 3/12/2025 | 3/1/2028 | 4.60 | 4.37 | 2,059,979 | 2,071,330 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571676AY1 | MARS INC | 3/12/2025 | 3/1/2030 | 4.83 | 4.55 | 739,201 | 747,348 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571748BY7 | MARSH & MCLENNAN COMPANIES INC | 11/8/2024 | 11/8/2027 | 4.58 | 4.27 | 1,009,303 | 1,015,919 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571748BY7 | MARSH & MCLENNAN COMPANIES INC | 11/8/2024 | 11/8/2027 | 4.58 | 4.33 | 429,703 | 431,939 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571748BY7 | MARSH & MCLENNAN COMPANIES INC | 11/8/2024 | 11/8/2027 | 4.59 | 4.27 | 2,357,310 | 2,373,830 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 571748BY7 | MARSH & MCLENNAN COMPANIES INC | 11/8/2024 | 11/8/2027 | 4.59 | 4.33 | 599,316 | 602,705 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57629TBV8 | MASSMUTUAL GLOBAL FUNDING II | 1/10/2025 | 1/10/2030 | 4.96 | 4.53 | 1,599,232 | 1,626,512 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57629TBW6 | MASSMUTUAL GLOBAL FUNDING II | 3/27/2025 | 3/27/2028 | 4.49 | 4.27 | 3,670,627 | 3,691,280 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57629W4S6 | MASSMUTUAL GLOBAL FUNDING II | 4/9/2024 | 4/9/2027 | 5.11 | 4.37 | 2,614,216 | 2,645,700 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57629W4T4 | MASSMUTUAL GLOBAL FUNDING II | 8/16/2024 | 5/30/2029 | 4.51 | 4.48 | 1,525,333 | 1,519,559 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57629W4T4 | MASSMUTUAL GLOBAL FUNDING II | 3/26/2025 | 5/30/2029 | 4.61 | 4.48 | 387,767 | 388,843 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57636QBA1 | MASTERCARD INC | 9/5/2024 | 1/15/2028 | 4.12 | 4.13 | 1,199,340 | 1,199,196 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 57636QBF0 | MASTERCARD INC | 2/27/2025 | 3/15/2028 | 4.58 | 4.12 | 1,224,069 | 1,237,422 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 58769JAK3 | MERCEDES-BENZ FINANCE NORTH AMERICA LLC | 8/23/2023 | 8/3/2026 | 5.47 | 4.58 | 1,340,348 | 1,358,154 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 58769JAL1 | MERCEDES-BENZ FINANCE NORTH AMERICA LLC | 9/3/2024 | 8/3/2028 | 4.42 | 4.42 | 358,474 | 356,654 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 58769JAQ0 | MERCEDES-BENZ FINANCE NORTH AMERICA LLC | 1/11/2024 | 1/11/2027 | 4.84 | 4.51 | 1,698,266 | 1,706,732 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 58769JAT4 | MERCEDES-BENZ FINANCE NORTH AMERICA LLC | 8/1/2024 | 7/31/2026 | 4.89 | 4.46 | 4,244,193 | 4,262,235 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 58989V2J2 | MET TOWER GLOBAL FUNDING | 10/1/2024 | 10/1/2027 | 4.02 | 4.40 | 494,708 | 490,911 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 592179KL8 | METROPOLITAN LIFE GLOBAL FUNDING I | 6/11/2024 | 6/11/2027 | 5.10 | 4.37 | 1,732,849 | 1,755,820 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 59217GFT1 | METROPOLITAN LIFE GLOBAL FUNDING I | 1/9/2025 | 1/9/2030 | 4.95 | 4.47 | 1,317,281 | 1,342,414 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690DK72 | MORGAN STANLEY BANK NA | 1/21/2025 | 1/12/2029 | 5.02 | 4.48 | 1,315,000 | 1,331,267 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690U7W4 | MORGAN STANLEY BANK NA | 11/1/2023 | 10/30/2026 | 5.88 | 4.27 | 2,340,000 | 2,382,448 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690U8A1 | MORGAN STANLEY BANK NA | 1/18/2024 | 1/14/2028 | 4.95 | 4.53 | 1,250,000 | 1,257,275 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690U8B9 | MORGAN STANLEY BANK NA | 5/30/2024 | 5/26/2028 | 5.50 | 4.46 | 680,000 | 692,179 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690U8E3 | MORGAN STANLEY BANK NA | 7/19/2024 | 7/14/2028 | 4.97 | 4.43 | 1,060,000 | 1,070,515 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61690U8G8 | MORGAN STANLEY BANK NA | 10/18/2024 | 10/15/2027 | 4.45 | 4.56 | 2,325,000 | 2,321,815 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFA8 | MORGAN STANLEY | 8/6/2024 | 2/1/2029 | 4.70 | 4.50 | 349,595 | 350,072 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFH3 | MORGAN STANLEY | 5/19/2025 | 11/1/2029 | 4.72 | 4.55 | 3,917,160 | 3,926,162 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFP5 | MORGAN STANLEY | 4/19/2024 | 4/13/2028 | 5.65 | 4.49 | 1,530,000 | 1,558,580 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFP5 | MORGAN STANLEY | 8/13/2024 | 4/13/2028 | 4.73 | 4.59 | 1,825,680 | 1,815,577 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFP5 | MORGAN STANLEY | 3/26/2025 | 4/13/2028 | 4.63 | 4.59 | 530,234 | 528,908 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61747YFY6 | MORGAN STANLEY | 4/17/2025 | 4/12/2029 | 4.99 | 4.50 | 2,250,000 | 2,277,743 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 61776NVE0 | MORGAN STANLEY PRIVATE BANK NA | 7/21/2025 | 7/6/2028 | 4.47 | 4.53 | 2,125,000 | 2,122,726 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 62829D2E9 | MUTUAL OF OMAHA COMPANIES GLOBAL FUNDING | 11/21/2024 | 10/15/2029 | 5.09 | 4.59 | 1,596,575 | 1,629,795 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 62829D2E9 | MUTUAL OF OMAHA COMPANIES GLOBAL FUNDING | 3/26/2025 | 10/15/2029 | 4.91 | 4.59 | 452,052 | 457,751 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 62829D2G4 | MUTUAL OF OMAHA COMPANIES GLOBAL FUNDING | 7/8/2025 | 6/9/2028 | 4.46 | 4.54 | 1,316,880 | 1,314,001 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 632525CA7 | NATIONAL AUSTRALIA BANK LTD (NEW YORK BRANCH) | 11/26/2024 | 10/26/2027 | 4.61 | 4.21 | 967,177 | 975,869 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 632525CJ8 | NATIONAL AUSTRALIA BANK LTD (NEW YORK BRANCH) | 6/13/2025 | 6/13/2028 | 4.31 | 4.22 | 2,275,000 | 2,280,233 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63253QAJ3 | NATIONAL AUSTRALIA BANK LTD (NEW YORK BRANCH) | 6/11/2024 | 6/11/2027 | 5.09 | 4.20 | 1,335,000 | 1,355,879 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFH0 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 2/9/2023 | 3/13/2026 | 4.47 | 4.54 | 829,411 | 829,494 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFH0 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 2/9/2023 | 3/13/2026 | 4.59 | 4.54 | 836,665 | 839,488 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFH0 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 2/9/2023 | 3/13/2026 | 4.59 | 4.54 | 557,760 | 559,658 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFK3 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 11/2/2023 | 11/13/2026 | 5.61 | 4.45 | 1,734,393 | 1,757,971 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFM9 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 2/5/2024 | 2/5/2027 | 4.81 | 4.33 | 2,854,144 | 2,873,386 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFR8 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 5/10/2024 | 5/6/2027 | 5.12 | 4.38 | 2,828,245 | 2,862,488 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFS6 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 9/16/2024 | 6/15/2029 | 4.22 | 4.33 | 223,329 | 221,074 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFW7 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 2/7/2025 | 2/7/2028 | 4.77 | 4.38 | 864,619 | 872,344 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 63743HFX5 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 3/27/2025 | 2/7/2030 | 4.78 | 4.47 | 2,014,320 | 2,038,460 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 637639AK1 | NATIONAL SECURITIES CLEARING CORP | 8/6/2024 | 5/30/2028 | 4.32 | 4.31 | 353,035 | 351,127 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 637639AN5 | NATIONAL SECURITIES CLEARING CORP | 5/20/2025 | 5/20/2027 | 4.40 | 4.21 | 1,703,483 | 1,709,121 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 637639AN5 | NATIONAL SECURITIES CLEARING CORP | 5/20/2025 | 5/20/2027 | 4.40 | 4.22 | 4,431,053 | 4,444,934 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 637639AQ8 | NATIONAL SECURITIES CLEARING CORP | 5/20/2025 | 5/20/2030 | 4.71 | 4.42 | 1,364,154 | 1,381,148 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 641423CC0 | NEVADA POWER CO | 8/16/2024 | 5/1/2029 | 4.51 | 4.48 | 1,579,361 | 1,591,524 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 641423CC0 | NEVADA POWER CO | 3/27/2025 | 5/1/2029 | 4.60 | 4.48 | 401,230 | 403,965 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 64952WFJ7 | NEW YORK LIFE GLOBAL FUNDING | 10/1/2024 | 10/1/2027 | 3.91 | 4.31 | 2,739,397 | 2,717,176 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 64952WFK4 | NEW YORK LIFE GLOBAL FUNDING | 12/5/2024 | 12/5/2029 | 4.61 | 4.42 | 1,334,239 | 1,344,198 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 64953BBF4 | NEW YORK LIFE GLOBAL FUNDING | 9/19/2023 | 9/18/2026 | 5.46 | 4.33 | 1,384,737 | 1,401,883 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 64953BBW7 | NEW YORK LIFE GLOBAL FUNDING | 4/25/2025 | 4/25/2028 | 4.43 | 4.25 | 2,693,114 | 2,705,160 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 65339KCS7 | NEXTERA ENERGY CAPITAL HOLDINGS INC | 1/31/2024 | 1/29/2026 | 4.98 | 4.63 | 2,608,826 | 2,613,967 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 65339KDG2 | NEXTERA ENERGY CAPITAL HOLDINGS INC | 2/4/2025 | 2/4/2028 | 4.85 | 4.40 | 464,986 | 469,892 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 65339KDH0 | NEXTERA ENERGY CAPITAL HOLDINGS INC | 2/4/2025 | 2/4/2028 | 5.18 | 4.80 | 2,325,000 | 2,344,251 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 665859AW4 | NORTHERN TRUST CORP | 11/30/2022 | 5/10/2027 | 4.58 | 4.21 | 2,442,500 | 2,490,875 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 665859AW4 | NORTHERN TRUST CORP | 1/13/2023 | 5/10/2027 | 4.21 | 4.21 | 1,487,715 | 1,494,525 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2M0 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 8/19/2024 | 6/12/2028 | 4.40 | 4.31 | 1,322,438 | 1,320,385 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2M0 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 3/26/2025 | 6/12/2028 | 4.48 | 4.31 | 354,351 | 355,488 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2R9 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 3/25/2024 | 3/25/2027 | 5.07 | 4.35 | 1,209,867 | 1,223,576 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2R9 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 8/13/2024 | 3/25/2027 | 4.37 | 4.34 | 737,405 | 733,319 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2R9 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 8/19/2024 | 3/25/2027 | 4.27 | 4.34 | 739,087 | 733,319 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2T5 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 9/12/2024 | 9/12/2027 | 4.11 | 4.26 | 819,975 | 817,589 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66815L2U2 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 1/13/2025 | 1/13/2030 | 4.96 | 4.51 | 1,594,936 | 1,623,646 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 66989HAT5 | NOVARTIS CAPITAL CORP | 9/18/2024 | 9/18/2029 | 3.85 | 4.15 | 927,740 | 917,817 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 67080LAA3 | NUVEEN LLC | 10/2/2024 | 11/1/2028 | 4.10 | 4.39 | 796,880 | 790,584 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 677347CJ3 | OHIO EDISON CO | 5/23/2025 | 12/15/2029 | 4.95 | 4.65 | 429,948 | 434,876 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 693475BL8 | PNC FINANCIAL SERVICES GROUP INC | 1/24/2023 | 1/26/2027 | 4.76 | 4.73 | 1,630,000 | 1,630,228 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 693475BR5 | PNC FINANCIAL SERVICES GROUP INC | 3/26/2025 | 6/12/2029 | 4.64 | 4.41 | 2,055,340 | 2,062,200 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 693475BT1 | PNC FINANCIAL SERVICES GROUP INC | 3/12/2024 | 10/20/2027 | 5.33 | 4.59 | 3,808,843 | 3,782,350 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 693475BV6 | PNC FINANCIAL SERVICES GROUP INC | 1/22/2024 | 1/21/2028 | 5.30 | 4.99 | 490,000 | 495,699 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69353RFZ6 | PNC BANK NA (DELAWARE) | 7/21/2025 | 7/21/2028 | 4.63 | 4.64 | 1,380,000 | 1,379,752 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RS56 | PACCAR FINANCIAL CORP | 8/10/2023 | 8/10/2026 | 5.07 | 4.30 | 1,844,078 | 1,858,635 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT22 | PACCAR FINANCIAL CORP | 5/13/2024 | 5/13/2027 | 5.03 | 4.20 | 2,368,175 | 2,402,208 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT30 | PACCAR FINANCIAL CORP | 8/6/2024 | 8/6/2027 | 4.50 | 4.14 | 6,486,362 | 6,533,385 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT48 | PACCAR FINANCIAL CORP | 9/26/2024 | 9/26/2029 | 4.05 | 4.22 | 254,475 | 252,894 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT55 | PACCAR FINANCIAL CORP | 11/25/2024 | 11/25/2026 | 4.55 | 4.22 | 2,343,007 | 2,353,137 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT63 | PACCAR FINANCIAL CORP | 3/3/2025 | 3/3/2028 | 4.57 | 4.12 | 1,224,253 | 1,237,667 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69371RT71 | PACCAR FINANCIAL CORP | 5/8/2025 | 5/8/2030 | 4.59 | 4.36 | 2,211,567 | 2,232,565 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69448TAC5 | PACIFIC LIFE GLOBAL FUNDING II | 7/8/2025 | 5/1/2028 | 4.22 | 4.24 | 880,276 | 879,795 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 69448TAC5 | PACIFIC LIFE GLOBAL FUNDING II | 7/8/2025 | 5/1/2028 | 4.23 | 4.24 | 3,027,067 | 3,026,495 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 6944PL2U2 | PACIFIC LIFE GLOBAL FUNDING II | 8/6/2024 | 7/18/2028 | 4.40 | 4.34 | 358,652 | 355,995 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 6944PL2U2 | PACIFIC LIFE GLOBAL FUNDING II | 8/16/2024 | 7/18/2028 | 4.58 | 4.36 | 1,001,564 | 1,000,376 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 6944PL2U2 | PACIFIC LIFE GLOBAL FUNDING II | 3/26/2025 | 7/18/2028 | 4.52 | 4.36 | 262,586 | 262,985 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 6944PL2W8 | PACIFIC LIFE GLOBAL FUNDING II | 8/30/2023 | 8/28/2026 | 5.49 | 4.44 | 794,722 | 803,697 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 6944PL3F4 | PACIFIC LIFE GLOBAL FUNDING II | 2/10/2025 | 2/10/2030 | 4.86 | 4.63 | 824,711 | 832,260 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 713448FX1 | PEPSICO INC | 9/3/2024 | 7/17/2029 | 3.98 | 4.20 | 511,250 | 505,380 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 713448GA0 | PEPSICO INC | 2/7/2025 | 2/7/2028 | 4.47 | 4.09 | 2,848,803 | 2,873,313 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 713448GB8 | PEPSICO INC | 2/7/2025 | 2/7/2030 | 4.64 | 4.24 | 364,387 | 370,212 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 713448GH5 | PEPSICO INC | 7/31/2025 | 7/23/2030 | 4.32 | 4.41 | 4,995,300 | 4,976,500 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 713448GL6 | PEPSICO INC | 7/31/2025 | 1/15/2029 | 4.21 | 4.25 | 2,491,325 | 2,487,900 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 717081ET6 | PFIZER INC | 8/16/2024 | 3/15/2029 | 4.22 | 4.22 | 1,969,982 | 1,982,949 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 717081ET6 | PFIZER INC | 3/27/2025 | 3/15/2029 | 4.43 | 4.22 | 501,639 | 506,699 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74153WCT4 | PRICOA GLOBAL FUNDING I | 8/28/2023 | 8/28/2026 | 5.57 | 4.43 | 809,182 | 819,388 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74153WCW7 | PRICOA GLOBAL FUNDING I | 5/28/2025 | 5/28/2030 | 4.72 | 4.57 | 1,993,584 | 2,006,312 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74256LEX3 | PRINCIPAL LIFE GLOBAL FUNDING II | 1/16/2024 | 1/16/2027 | 5.01 | 4.44 | 474,815 | 478,715 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74256LFA2 | PRINCIPAL LIFE GLOBAL FUNDING II | 8/19/2024 | 8/19/2027 | 4.63 | 4.50 | 789,384 | 791,564 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74256LFB0 | PRINCIPAL LIFE GLOBAL FUNDING II | 11/27/2024 | 11/27/2029 | 4.95 | 4.63 | 519,979 | 526,443 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74256LFC8 | PRINCIPAL LIFE GLOBAL FUNDING II | 1/9/2025 | 1/9/2028 | 4.83 | 4.44 | 1,938,506 | 1,956,141 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 742718GM5 | PROCTER & GAMBLE CO | 5/1/2025 | 5/1/2030 | 4.10 | 4.20 | 997,940 | 993,740 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74456QBU9 | PUBLIC SERVICE ELECTRIC AND GAS CO | 7/26/2023 | 5/1/2028 | 4.86 | 4.18 | 1,929,762 | 2,003,901 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74456QBX3 | PUBLIC SERVICE ELECTRIC AND GAS CO | 1/31/2024 | 9/1/2028 | 4.57 | 4.29 | 2,539,642 | 2,590,785 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 74464AAC5 | PUBLIC STORAGE OPERATING CO | 7/2/2025 | 7/1/2030 | 4.44 | 4.52 | 1,994,660 | 1,987,680 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 771196CE0 | ROCHE HOLDINGS INC | 11/13/2023 | 11/13/2026 | 5.27 | 4.19 | 2,035,000 | 2,060,397 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 771196CP5 | ROCHE HOLDINGS INC | 9/18/2024 | 9/9/2029 | 3.96 | 4.29 | 757,913 | 747,435 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 79587J2B8 | SAMMONS FINANCIAL GROUP GLOBAL FUNDING | 1/10/2025 | 1/10/2028 | 5.08 | 4.56 | 794,364 | 803,801 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 842434CW0 | SOUTHERN CALIFORNIA GAS CO | 10/10/2024 | 4/15/2027 | 4.36 | 4.39 | 1,070,259 | 1,081,043 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 842434CW0 | SOUTHERN CALIFORNIA GAS CO | 3/27/2025 | 4/15/2027 | 4.60 | 4.39 | 266,241 | 268,552 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 857449AE2 | STATE STREET BANK AND TRUST CO | 4/21/2025 | 11/23/2029 | 4.59 | 4.32 | 2,015,560 | 2,035,980 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 857477BX0 | STATE STREET CORP | 11/4/2022 | 11/4/2026 | 5.75 | 4.70 | 685,000 | 686,719 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 857477CL5 | STATE STREET CORP | 3/18/2024 | 3/18/2027 | 4.99 | 4.22 | 5,775,000 | 5,840,777 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 857477CU5 | STATE STREET CORP | 2/28/2025 | 2/28/2028 | 4.51 | 4.25 | 2,790,000 | 2,809,028 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 857477DA8 | STATE STREET CORP | 4/24/2025 | 4/24/2028 | 4.54 | 4.37 | 595,000 | 596,696 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 87612EBU9 | TARGET CORP | 6/10/2025 | 6/15/2028 | 4.35 | 4.24 | 739,993 | 742,116 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 882508CE2 | TEXAS INSTRUMENTS INC | 2/8/2024 | 2/8/2027 | 4.62 | 4.17 | 2,198,592 | 2,213,112 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 882508CK8 | TEXAS INSTRUMENTS INC | 5/23/2025 | 5/23/2030 | 4.51 | 4.38 | 599,652 | 603,006 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 883556CZ3 | THERMO FISHER SCIENTIFIC INC | 12/5/2023 | 12/5/2026 | 5.03 | 4.33 | 1,873,706 | 1,890,338 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89115A2W1 | TORONTO-DOMINION BANK | 4/12/2024 | 4/5/2027 | 5.41 | 4.41 | 4,942,150 | 5,045,200 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89236TLY9 | TOYOTA MOTOR CREDIT CORP | 3/21/2024 | 3/19/2027 | 5.04 | 4.32 | 724,123 | 732,692 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89236TMK8 | TOYOTA MOTOR CREDIT CORP | 8/20/2024 | 8/9/2029 | 4.40 | 4.37 | 2,012,880 | 2,013,000 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89236TMS1 | TOYOTA MOTOR CREDIT CORP | 10/10/2024 | 10/8/2027 | 4.36 | 4.29 | 219,914 | 220,264 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89236TNG6 | TOYOTA MOTOR CREDIT CORP | 5/15/2025 | 5/14/2027 | 4.52 | 4.27 | 1,564,296 | 1,570,978 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89788JAF6 | TRUIST BANK | 7/24/2025 | 7/24/2028 | 4.42 | 4.66 | 1,420,000 | 1,417,941 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 89788MAJ1 | TRUIST FINANCIAL CORP | 10/28/2022 | 10/28/2026 | 5.90 | 4.73 | 1,650,000 | 1,654,323 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 90261AAD4 | UBS AG (STAMFORD BRANCH) | 1/10/2025 | 1/10/2028 | 4.86 | 4.41 | 4,605,000 | 4,633,965 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 90327QD97 | USAA CAPITAL CORP | 6/3/2024 | 6/1/2027 | 5.36 | 4.23 | 2,213,584 | 2,259,361 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 90327QDA4 | USAA CAPITAL CORP | 6/2/2025 | 6/1/2028 | 4.44 | 4.29 | 833,422 | 836,712 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 90331HPP2 | US BANK NA | 10/22/2024 | 10/22/2027 | 4.51 | 4.53 | 1,935,000 | 1,934,187 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 90331HPS6 | US BANK NA | 5/15/2025 | 5/15/2028 | 4.89 | 4.74 | 1,035,000 | 1,039,440 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 904764BU0 | UNILEVER CAPITAL CORP | 8/12/2024 | 8/12/2027 | 4.35 | 4.18 | 1,002,317 | 1,006,387 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91159HJC5 | US BANCORP | 9/3/2024 | 1/27/2028 | 4.57 | 4.58 | 3,769,259 | 3,845,914 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91159HJF8 | US BANCORP | 8/13/2024 | 7/22/2028 | 4.75 | 4.39 | 1,501,755 | 1,514,548 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91159HJF8 | US BANCORP | 3/26/2025 | 7/22/2028 | 4.60 | 4.39 | 414,469 | 416,250 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91324PEH1 | UNITEDHEALTH GROUP INC | 7/31/2024 | 5/15/2029 | 4.59 | 4.44 | 3,411,485 | 3,446,485 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91324PEY4 | UNITEDHEALTH GROUP INC | 3/21/2024 | 4/15/2027 | 4.85 | 4.38 | 2,085,363 | 2,107,182 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 91324PFF4 | UNITEDHEALTH GROUP INC | 7/25/2024 | 7/15/2026 | 4.84 | 4.41 | 603,984 | 606,912 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 928668CK6 | VOLKSWAGEN GROUP OF AMERICA FINANCE LLC | 8/15/2024 | 8/14/2026 | 4.90 | 4.87 | 2,055,082 | 2,055,534 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 928668CK6 | VOLKSWAGEN GROUP OF AMERICA FINANCE LLC | 8/15/2024 | 8/14/2026 | 4.91 | 4.87 | 2,449,682 | 2,450,637 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 931142EW9 | WALMART INC | 9/9/2022 | 9/9/2025 | 3.93 | 4.55 | 1,274,108 | 1,274,031 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 931142FL2 | WALMART INC | 4/28/2025 | 4/28/2027 | 4.11 | 4.06 | 874,886 | 875,586 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 931142FN8 | WALMART INC | 4/28/2025 | 4/28/2030 | 4.39 | 4.25 | 549,049 | 552,321 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 94106LBX6 | WASTE MANAGEMENT INC | 7/3/2024 | 7/3/2027 | 4.99 | 4.17 | 2,561,896 | 2,600,141 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 94106LCB3 | WASTE MANAGEMENT INC | 11/4/2024 | 3/15/2028 | 4.57 | 4.23 | 3,826,448 | 3,859,928 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 94106LCB3 | WASTE MANAGEMENT INC | 11/4/2024 | 3/15/2028 | 4.57 | 4.27 | 1,606,410 | 1,618,750 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 94106LCB3 | WASTE MANAGEMENT INC | 3/27/2025 | 3/15/2028 | 4.39 | 4.27 | 426,271 | 427,310 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 94988J6F9 | WELLS FARGO BANK NA | 12/11/2023 | 12/11/2026 | 5.25 | 4.32 | 4,100,000 | 4,147,027 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95000U3C5 | WELLS FARGO & CO | 8/15/2022 | 8/15/2026 | 4.54 | 5.03 | 360,000 | 359,917 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95000U3L5 | WELLS FARGO & CO | 4/22/2024 | 4/22/2028 | 5.71 | 4.51 | 995,000 | 1,014,403 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95000U3R2 | WELLS FARGO & CO | 1/24/2025 | 1/24/2028 | 4.90 | 4.53 | 6,275,000 | 6,307,693 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95000U3T8 | WELLS FARGO & CO | 4/23/2025 | 4/23/2029 | 4.97 | 4.50 | 1,395,000 | 1,411,547 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95000U3T8 | WELLS FARGO & CO | 4/23/2025 | 4/23/2029 | 4.97 | 4.51 | 2,295,000 | 2,321,920 |
| MANAGED PORTFOLIO | MEDIUM TERM NOTE | 95954A2B8 | WESTERN-SOUTHERN GLOBAL FUNDING | 7/16/2025 | 7/16/2028 | 4.52 | 4.48 | 1,674,297 | 1,675,754 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR MEDIUM TERM NOTE*** | | | | | | | ***581,058,985*** | ***586,071,236*** |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02007NAC2 | ALLYA 2024-2 A3 | 9/27/2024 | 7/16/2029 | 4.44 | 4.36 | 974,899 | 972,533 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02007WAC2 | ALLYA 2023-1 A3 | 7/19/2023 | 5/15/2028 | 5.53 | 4.71 | 1,294,741 | 1,303,108 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02008JAC0 | ALLYA 2022-1 A3 | 5/18/2022 | 11/16/2026 | 3.53 | 4.45 | 180,921 | 180,746 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02008MAC3 | ALLYA 2022-2 A3 | 10/12/2022 | 5/17/2027 | 5.30 | 4.74 | 313,226 | 313,261 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 023947AD6 | AMCAR 2024-1 A3 | 5/29/2024 | 1/18/2029 | 5.83 | 1.95 | 1,199,889 | 1,209,252 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JJZ4 | AMXCA 2023-1 A | 6/14/2023 | 5/15/2028 | 4.87 | 4.40 | 1,339,881 | 1,345,132 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKH2 | AMXCA 2024-1 A | 4/23/2024 | 4/16/2029 | 5.31 | 4.27 | 5,218,930 | 5,304,982 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKH2 | AMXCA 2024-1 A | 12/26/2024 | 4/16/2029 | 4.67 | 4.29 | 1,671,656 | 1,676,342 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKM1 | AMXCA 2025-1 A | 2/11/2025 | 12/17/2029 | 4.57 | 4.22 | 949,789 | 958,037 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKM1 | AMXCA 2025-1 A | 6/23/2025 | 12/17/2029 | 4.26 | 4.24 | 1,511,719 | 1,511,745 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKP4 | AMXCA 2025-2 A | 5/13/2025 | 4/15/2030 | 4.28 | 4.20 | 5,724,896 | 5,741,774 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02582JKV1 | AMXCA 2025-4 A | 7/22/2025 | 7/15/2030 | 4.30 | 4.19 | 3,834,447 | 3,850,455 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02589BAE0 | AMXCA 2024-3 A | 10/11/2024 | 7/16/2029 | 4.34 | 4.26 | 1,614,500 | 1,612,676 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 02589BAE0 | AMXCA 2024-3 A | 3/26/2025 | 7/16/2029 | 4.42 | 4.26 | 598,579 | 599,714 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 03065UAD1 | AMCAR 2023-2 A3 | 9/20/2023 | 5/18/2028 | 5.89 | 4.72 | 4,599,241 | 4,632,706 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05330QAC6 | DRVPNK 2025-1 A3 | 5/21/2025 | 11/13/2029 | 4.62 | 4.53 | 674,984 | 677,491 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05330QAC6 | DRVPNK 2025-1 A3 | 6/4/2025 | 11/13/2029 | 4.52 | 4.53 | 1,320,239 | 1,319,852 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377REZ3 | AESOP 221 A | 5/16/2024 | 8/21/2028 | 5.56 | 4.66 | 1,906,563 | 1,971,880 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377REZ3 | AESOP 221 A | 7/17/2024 | 8/21/2028 | 5.19 | 4.66 | 1,906,492 | 1,947,232 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377REZ3 | AESOP 221 A | 8/15/2024 | 8/21/2028 | 4.81 | 4.66 | 1,756,125 | 1,774,888 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377RHL1 | AESOP 2023-7 A | 4/28/2025 | 8/21/2028 | 4.76 | 4.70 | 2,047,500 | 2,043,680 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377RHM9 | AESOP 2023-8 A | 7/25/2025 | 2/20/2030 | 4.70 | 4.65 | 3,992,775 | 3,997,333 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377RHM9 | AESOP 2023-8 A | 7/25/2025 | 2/20/2030 | 4.70 | 4.67 | 1,991,175 | 1,992,435 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377RJG0 | AESOP 242 A | 8/20/2024 | 10/20/2028 | 4.83 | 4.66 | 575,611 | 575,501 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05377RJG0 | AESOP 242 A | 9/27/2024 | 10/20/2028 | 4.51 | 4.66 | 727,736 | 721,901 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05522RDH8 | BACCT 2023-2 A | 12/14/2023 | 11/15/2028 | 4.99 | 4.35 | 1,334,821 | 1,346,027 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05522RDJ4 | BACCT 2024-1 A | 6/13/2024 | 5/15/2029 | 4.93 | 4.27 | 2,544,857 | 2,575,413 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05522RDJ4 | BACCT 2024-1 A | 7/5/2024 | 5/15/2029 | 4.94 | 4.27 | 399,859 | 404,780 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05522RDJ4 | BACCT 2024-1 A | 3/27/2025 | 5/15/2029 | 4.39 | 4.28 | 3,035,156 | 3,034,982 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05522RDK1 | BACCT 2025-1 A | 6/12/2025 | 5/15/2030 | 4.35 | 4.20 | 1,954,993 | 1,962,175 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05592XAD2 | BMWOT 2023-A A3 | 7/18/2023 | 2/25/2028 | 5.47 | 4.65 | 541,198 | 544,406 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05594BAD8 | BAAT 2025-1 A3 | 5/12/2025 | 11/20/2029 | 4.35 | 4.32 | 2,029,860 | 2,032,680 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05602RAD3 | BMWOT 2022-A A3 | 5/18/2022 | 8/25/2026 | 3.63 | 4.64 | 165,584 | 165,337 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 05613MAD1 | BMWLT 2024-2 A3 | 10/7/2024 | 10/25/2027 | 4.49 | 4.47 | 3,349,690 | 3,340,888 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 06054YAC1 | BAAT 232 A3 | 11/21/2023 | 6/15/2028 | 5.74 | 4.79 | 1,230,490 | 1,240,800 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 06428AAC2 | BAAT 231 A3 | 7/31/2023 | 2/15/2028 | 5.60 | 4.78 | 780,983 | 785,558 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 096912AD2 | BMWLT 2025-1 A3 | 6/10/2025 | 6/26/2028 | 4.82 | 4.34 | 5,539,878 | 5,551,025 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 096919AD7 | BMWOT 2024-A A3 | 6/11/2024 | 2/26/2029 | 5.18 | 4.53 | 3,864,413 | 3,900,829 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 096924AD7 | BMWOT 2025-A A3 | 2/12/2025 | 9/25/2029 | 4.56 | 4.38 | 864,915 | 868,633 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 09709AAC6 | BAAT 2024-1 A3 | 5/22/2024 | 11/15/2028 | 5.35 | 4.72 | 549,910 | 554,092 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14041NGE5 | COMET 2024-1 A | 9/24/2024 | 9/17/2029 | 3.92 | 4.27 | 3,694,279 | 3,671,204 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14041NGE5 | COMET 2024-1 A | 9/24/2024 | 9/17/2029 | 3.94 | 4.27 | 999,297 | 993,560 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14041NGE5 | COMET 2024-1 A | 9/24/2024 | 9/17/2029 | 3.94 | 4.34 | 2,498,242 | 2,480,515 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14043GAD6 | COPAR 2022-2 A3 | 8/10/2022 | 5/17/2027 | 4.18 | 4.45 | 497,865 | 496,283 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14043QAC6 | COPAR 2022-1 A3 | 5/4/2022 | 4/15/2027 | 3.15 | 4.43 | 349,609 | 348,234 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14290DAC5 | CARMX 2024-4 A3 | 11/5/2024 | 10/15/2029 | 4.85 | 4.40 | 1,099,794 | 1,105,049 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14290FAD8 | CARMX 2025-3 A3 | 7/23/2025 | 7/15/2030 | 4.58 | 4.50 | 3,799,219 | 3,806,574 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14317HAC5 | CARMX 2022-2 A3 | 4/28/2022 | 2/16/2027 | 3.55 | 4.61 | 269,934 | 269,422 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14318MAD1 | CARMX 2022-3 A3 | 7/20/2022 | 4/15/2027 | 4.00 | 4.50 | 726,068 | 724,844 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14318UAD3 | CARMX 2022-4 A3 | 10/31/2022 | 8/16/2027 | 5.79 | 4.73 | 1,239,383 | 1,243,095 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14318WAD9 | CARMX 2024-1 A3 | 1/24/2024 | 10/16/2028 | 4.97 | 4.53 | 2,499,809 | 2,512,125 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14319GAD3 | CARMX 2024-3 A3 | 7/30/2024 | 7/16/2029 | 4.94 | 4.45 | 5,699,743 | 5,747,139 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 14686TAC2 | CRVNA 23P2 A3 | 5/31/2023 | 4/10/2028 | 5.62 | 4.80 | 1,220,465 | 1,233,816 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 16144QAC9 | CHAOT 245 A3 | 9/24/2024 | 8/27/2029 | 4.60 | 4.50 | 944,901 | 941,258 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 16145NAC5 | CHAOT 251 A3 | 7/30/2025 | 1/25/2030 | 4.29 | 4.29 | 2,684,738 | 2,685,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 161571HT4 | CHAIT 2023-1 A | 9/15/2023 | 9/15/2028 | 5.17 | 4.35 | 6,538,187 | 6,599,710 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 161571HV9 | CHAIT 241 A | 1/31/2024 | 1/16/2029 | 4.61 | 4.30 | 3,259,504 | 3,275,257 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 17305EHA6 | CCCIT 2025-A1 A1 | 6/26/2025 | 6/21/2030 | 4.31 | 4.27 | 5,003,642 | 5,008,554 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 233249AC5 | DLLAA 251 A3 | 1/22/2025 | 9/20/2029 | 4.95 | 4.42 | 1,319,876 | 1,335,576 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 233249AC5 | DLLAA 251 A3 | 1/22/2025 | 9/20/2029 | 4.95 | 4.79 | 549,948 | 552,252 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 29374MAC2 | EFF 244 A3 | 10/16/2024 | 11/20/2028 | 4.56 | 4.38 | 7,829,054 | 7,858,110 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 29375UAC3 | EFF 253 A3 | 7/23/2025 | 9/20/2029 | 4.46 | 4.46 | 3,499,685 | 3,500,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 31680EAD3 | FITAT 2023-1 A3 | 8/23/2023 | 8/15/2028 | 5.53 | 4.72 | 2,286,014 | 2,302,228 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 32113CCE8 | FNMNT 2025-1 A | 7/18/2025 | 2/15/2030 | 4.33 | 4.36 | 962,951 | 961,989 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 344930AD4 | FORDO 2023-B A3 | 6/26/2023 | 5/15/2028 | 5.29 | 4.62 | 1,225,505 | 1,231,404 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34528QJA3 | FORDF 2024-1 A1 | 5/10/2024 | 4/15/2029 | 5.60 | 4.47 | 2,599,488 | 2,636,322 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34528QJA3 | FORDF 2024-1 A1 | 1/30/2025 | 4/15/2029 | 4.64 | 4.47 | 1,268,164 | 1,267,463 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34528QJK1 | FORDF 243 A1 | 10/8/2024 | 9/17/2029 | 4.30 | 4.44 | 5,849,468 | 5,837,013 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34528QJK1 | FORDF 243 A1 | 7/23/2025 | 9/17/2029 | 4.32 | 4.44 | 2,825,883 | 2,818,729 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34528QJK1 | FORDF 243 A1 | 7/23/2025 | 9/17/2029 | 4.32 | 4.46 | 1,400,438 | 1,396,537 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34529BAA4 | FORDF 2025-1 A1 | 5/28/2025 | 4/15/2030 | 4.68 | 4.39 | 1,599,618 | 1,611,168 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34529BAA4 | FORDF 2025-1 A1 | 7/24/2025 | 4/15/2030 | 4.31 | 4.39 | 2,194,711 | 2,190,182 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34529BAA4 | FORDF 2025-1 A1 | 7/24/2025 | 4/15/2030 | 4.31 | 4.40 | 1,094,833 | 1,092,364 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34531QAD1 | FORDO 2024-B A3 | 6/24/2024 | 4/15/2029 | 5.10 | 4.41 | 3,264,970 | 3,300,360 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34532UAD1 | FORDO 2024-C A3 | 9/20/2024 | 7/15/2029 | 4.81 | 4.33 | 1,524,990 | 1,518,824 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34533MAF3 | FORDL 2025-B B | 7/29/2025 | 8/15/2029 | 4.52 | 4.52 | 2,959,643 | 2,953,518 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34534LAD9 | FORDO 2022-B A3 | 6/27/2022 | 9/15/2026 | 4.45 | 4.55 | 41,268 | 41,247 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 34535KAD0 | FORDO 2025-A A3 | 3/25/2025 | 10/15/2029 | 4.45 | 4.53 | 2,929,715 | 2,927,275 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 361886DQ4 | GFORT 244 A1 | 7/22/2025 | 11/15/2029 | 4.31 | 4.40 | 631,348 | 629,981 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 361886DQ4 | GFORT 244 A1 | 7/23/2025 | 11/15/2029 | 4.33 | 4.40 | 176,695 | 176,395 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 362549AD9 | GMCAR 2025-2 A3 | 5/14/2025 | 4/16/2030 | 4.71 | 4.29 | 2,599,617 | 2,601,482 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 362583AD8 | GMCAR 2023-2 A3 | 4/12/2023 | 2/16/2028 | 4.51 | 4.30 | 435,040 | 435,579 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 362585AC5 | GMCAR 2022-2 A3 | 4/13/2022 | 2/16/2027 | 3.16 | 4.43 | 196,311 | 195,826 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 36265WAD5 | GMCAR 2022-3 A3 | 7/13/2022 | 4/16/2027 | 3.93 | 4.48 | 344,435 | 343,772 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 36268GAD7 | GMCAR 2024-1 A3 | 1/17/2024 | 12/18/2028 | 4.91 | 4.51 | 764,846 | 768,060 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 36269FAD8 | GMALT 2024-1 A3 | 2/15/2024 | 3/22/2027 | 5.09 | 4.55 | 1,714,786 | 1,718,893 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 362955AD8 | GMCAR 2025-1 A3 | 1/15/2025 | 12/17/2029 | 5.04 | 4.31 | 2,964,780 | 2,984,895 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 362962AD4 | GMALT 2025-2 A3 | 5/29/2025 | 5/22/2028 | 4.84 | 4.36 | 919,985 | 923,450 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 379930AD2 | GMCAR 2023-4 A3 | 10/11/2023 | 8/16/2028 | 5.86 | 4.66 | 932,328 | 942,059 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 379931AD0 | GMCAR 2024-2 A3 | 4/10/2024 | 3/16/2029 | 5.10 | 4.53 | 1,269,754 | 1,279,335 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 38012QAD0 | GMALT 2024-3 A3 | 10/2/2024 | 10/20/2027 | 4.61 | 4.48 | 439,948 | 439,036 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 38013KAD2 | GMCAR 2024-3 A3 | 7/10/2024 | 4/16/2029 | 5.13 | 4.60 | 1,894,708 | 1,910,350 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 38014AAD3 | GMCAR 2024-4 A3 | 10/16/2024 | 8/16/2029 | 4.32 | 4.36 | 2,639,492 | 2,643,300 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 39154GAJ5 | GALC 251 A3 | 3/12/2025 | 4/16/2029 | 4.49 | 4.67 | 1,699,832 | 1,695,019 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 39154TBW7 | GALC 2022-1 A3 | 10/12/2022 | 9/15/2026 | 5.09 | 4.66 | 1,567,344 | 1,569,370 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 39154TCJ5 | GALC 241 A3 | 1/31/2024 | 1/18/2028 | 4.99 | 4.54 | 2,799,516 | 2,813,608 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 41284YAD8 | HDMOT 2022-A A3 | 4/20/2022 | 2/16/2027 | 3.47 | 4.60 | 93,764 | 93,697 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 41285JAD0 | HDMOT 2023-A A3 | 2/23/2023 | 12/15/2027 | 5.11 | 4.76 | 881,683 | 883,174 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 437921AD1 | HAROT 252 A3 | 5/8/2025 | 10/15/2029 | 4.15 | 4.25 | 5,354,402 | 5,346,646 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 438123AC5 | HAROT 2023-4 A3 | 11/8/2023 | 6/21/2028 | 5.74 | 4.67 | 599,894 | 605,436 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 43813YAC6 | HAROT 2024-3 A3 | 8/21/2024 | 3/21/2029 | 4.66 | 4.43 | 3,324,478 | 3,333,412 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 43815BAC4 | HAROT 2022-1 A3 | 2/23/2022 | 5/15/2026 | 0.28 | 4.61 | 27,288 | 27,260 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 43815PAC3 | HAROT 2022-2 A3 | 8/24/2022 | 7/20/2026 | 3.87 | 4.52 | 236,279 | 235,977 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 446144AE7 | HUNT 241 A3 | 2/22/2024 | 1/16/2029 | 5.23 | 4.71 | 1,599,940 | 1,611,184 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 448976AD2 | HART 2024-C A3 | 10/16/2024 | 5/15/2029 | 4.46 | 4.33 | 1,794,869 | 1,798,662 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 448988AD7 | HALST 2024-A A3 | 1/24/2024 | 3/15/2027 | 5.03 | 4.56 | 1,794,660 | 1,798,680 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44918MAD2 | HART 2022-B A3 | 7/20/2022 | 11/16/2026 | 4.31 | 4.54 | 205,263 | 205,025 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44933DAD3 | HART 2022-C A3 | 11/9/2022 | 6/15/2027 | 5.39 | 4.64 | 859,098 | 861,602 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44934FAD7 | HALST 2024-B A3 | 5/22/2024 | 5/17/2027 | 5.41 | 4.40 | 1,964,945 | 1,978,224 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935CAD3 | HART 2025-A A3 | 3/12/2025 | 10/15/2029 | 4.84 | 4.28 | 4,439,345 | 4,446,616 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935DAD1 | HALST 2025-B A3 | 4/30/2025 | 4/17/2028 | 4.53 | 4.40 | 629,943 | 631,600 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935DAE9 | HALST 2025-B A4 | 4/30/2025 | 4/16/2029 | 4.57 | 4.40 | 1,999,733 | 2,007,720 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935GAD4 | HALST 25C A3 | 7/30/2025 | 7/17/2028 | 4.37 | 4.37 | 2,299,645 | 2,300,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935GAE2 | HALST 25C A4 | 7/30/2025 | 6/15/2029 | 4.38 | 4.38 | 1,899,968 | 1,900,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935GAF9 | HALST 25C B | 7/30/2025 | 11/15/2029 | 4.57 | 4.57 | 5,739,579 | 5,740,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935WAD9 | HALST 2025-A A3 | 1/22/2025 | 1/18/2028 | 4.83 | 4.37 | 809,939 | 815,160 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 44935XAD7 | HART 2025-B A3 | 6/11/2025 | 12/17/2029 | 4.36 | 4.29 | 7,174,352 | 7,192,148 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 47787JAC2 | JDOT 2022 A3 | 3/16/2022 | 9/15/2026 | 2.34 | 4.00 | 158,155 | 157,863 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 47800DAD6 | JDOT 2025 A3 | 3/11/2025 | 9/17/2029 | 5.09 | 4.35 | 2,644,834 | 2,640,186 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 47800RAD5 | JDOT 2024 A3 | 3/19/2024 | 11/15/2028 | 5.12 | 4.42 | 1,254,930 | 1,263,572 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 47800UAD8 | JDOT 2025-B A3 | 7/17/2025 | 12/17/2029 | 4.52 | 4.33 | 4,548,943 | 4,536,214 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 500945AC4 | KCOT 2023-2 A3 | 7/26/2023 | 1/18/2028 | 5.29 | 4.56 | 1,229,689 | 1,237,688 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117BAC4 | KCOT 241 A3 | 2/21/2024 | 7/17/2028 | 5.19 | 4.50 | 1,539,940 | 1,556,786 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117DAB2 | KCOT 2024-2 A2 | 6/25/2024 | 4/15/2027 | 5.45 | 4.05 | 647,020 | 649,540 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117EAC8 | KCOT 2022-1 A3 | 3/23/2022 | 10/15/2026 | 2.67 | 4.71 | 448,442 | 446,923 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117FAB7 | KCOT 251 A2 | 2/19/2025 | 12/15/2027 | 4.62 | 4.67 | 899,888 | 900,810 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117JAC7 | KCOT 222 A3 | 7/21/2022 | 12/15/2026 | 0.00 | 4.65 | 689,197 | 688,317 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117KAC4 | KCOT 2023-1 A3 | 3/31/2023 | 6/15/2027 | 5.41 | 4.62 | 1,248,864 | 1,251,945 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 50117LAC2 | KCOT 252 A3 | 6/25/2025 | 9/17/2029 | 4.42 | 4.30 | 3,979,996 | 3,993,253 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 55340QAC9 | MTLRF 25LEA1 A3 | 5/21/2025 | 9/17/2029 | 4.79 | 4.84 | 3,599,284 | 3,626,028 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58768PAC8 | MBART 2022-1 A3 | 11/22/2022 | 8/16/2027 | 5.28 | 4.63 | 1,419,590 | 1,423,932 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58768YAD7 | MBALT 2025-A A3 | 5/21/2025 | 4/16/2029 | 4.66 | 4.31 | 1,004,877 | 1,011,613 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58769GAD5 | MBALT 2024-B A3 | 9/25/2024 | 2/15/2028 | 4.24 | 4.49 | 2,149,638 | 2,145,163 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58770AAC7 | MBART 2023-1 A3 | 1/25/2023 | 11/15/2027 | 4.57 | 4.51 | 334,427 | 334,504 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58770JAD6 | MBALT 2024-A A3 | 5/23/2024 | 1/18/2028 | 5.73 | 4.35 | 1,319,846 | 1,333,055 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 58773DAD6 | MBART 2025-1 A3 | 1/23/2025 | 12/17/2029 | 4.84 | 4.37 | 2,659,434 | 2,684,738 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65341KBZ8 | NFMOT 241 A2 | 9/19/2024 | 3/15/2029 | 4.28 | 4.50 | 1,429,094 | 1,414,305 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65341KCC8 | NFMOT 242 A2 | 10/10/2024 | 9/17/2029 | 4.43 | 4.49 | 1,954,518 | 1,953,807 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65341KCC8 | NFMOT 242 A2 | 11/27/2024 | 9/17/2029 | 4.62 | 4.49 | 1,159,900 | 1,169,286 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65341KCF1 | NFMOT 251 A2 | 6/23/2025 | 2/15/2030 | 4.52 | 4.55 | 3,005,391 | 3,002,733 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65479UAD0 | NAROT 2024-A A3 | 5/22/2024 | 12/15/2028 | 5.85 | 5.29 | 2,629,754 | 2,631,078 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65479VAB2 | NMOTR 24B A | 10/25/2024 | 2/15/2029 | 4.56 | 4.58 | 1,593,211 | 1,586,770 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65479XAF9 | NALT 2025-A B | 1/22/2025 | 2/15/2029 | 5.24 | 4.64 | 1,104,975 | 1,114,260 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65479XAF9 | NALT 2025-A B | 1/22/2025 | 2/15/2029 | 5.24 | 4.85 | 464,990 | 467,027 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65480JAC4 | NAROT 2022-B A3 | 9/28/2022 | 5/17/2027 | 4.63 | 4.60 | 624,585 | 624,320 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65481GAD7 | NAROT 2025-A A3 | 5/27/2025 | 12/17/2029 | 4.74 | 4.28 | 3,529,322 | 3,550,192 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 65481RAF8 | NALT 2025-B B | 7/29/2025 | 7/16/2029 | 4.98 | 4.97 | 4,014,460 | 4,015,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 69335PFE0 | PFSFC 24B A | 4/15/2024 | 2/15/2029 | 5.26 | 4.52 | 616,797 | 629,263 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 69335PFE0 | PFSFC 24B A | 9/20/2024 | 2/15/2029 | 4.21 | 4.58 | 1,526,602 | 1,509,007 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 73328AAD1 | PILOT 241 A3 | 8/21/2024 | 11/22/2027 | 4.67 | 4.99 | 749,918 | 750,758 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 73329KAD8 | PILOT 251 A3 | 5/21/2025 | 10/20/2028 | 4.61 | 4.39 | 5,359,426 | 5,384,978 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 78437PAC7 | SBAT 24A A3 | 3/28/2024 | 12/15/2028 | 5.32 | 4.87 | 3,247,452 | 3,257,472 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 80285XAC9 | SDART 2023-3 A3 | 7/26/2023 | 10/15/2027 | 6.28 | 4.81 | 221,068 | 221,204 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 858928AE4 | SFUEL 251 A4 | 7/30/2025 | 3/20/2029 | 4.45 | 4.54 | 1,036,779 | 1,035,455 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 858928AF1 | SFUEL 251 B | 7/30/2025 | 4/20/2029 | 4.66 | 4.79 | 777,028 | 776,008 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 87166PAM3 | SYNIT 2024-1 A | 3/27/2025 | 3/15/2030 | 4.48 | 4.43 | 581,491 | 580,750 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 87268CAA5 | TMUST 2024-2 A | 10/9/2024 | 5/21/2029 | 4.77 | 4.43 | 5,338,980 | 5,327,344 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 872974AA8 | TMUST 2025-1 A | 4/1/2025 | 11/20/2029 | 4.54 | 4.49 | 1,915,957 | 1,911,077 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 891940AC2 | TAOT 2023-A A3 | 1/30/2023 | 9/15/2027 | 5.18 | 4.54 | 447,113 | 447,382 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 891941AD8 | TAOT 2023-B A3 | 5/23/2023 | 2/15/2028 | 5.15 | 4.50 | 1,497,062 | 1,499,571 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 891943AD4 | TLOT 2024-B A3 | 9/17/2024 | 9/20/2027 | 4.21 | 4.41 | 1,059,876 | 1,058,198 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89231CAD9 | TAOT 2022-C A3 | 8/16/2022 | 4/15/2027 | 3.80 | 4.58 | 306,310 | 305,482 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89231HAD8 | TAOT 2025-B A3 | 4/30/2025 | 11/15/2029 | 4.82 | 4.27 | 1,114,936 | 1,117,743 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89238FAD5 | TAOT 2022-B A3 | 4/13/2022 | 9/15/2026 | 3.09 | 4.61 | 151,808 | 151,490 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89238VAD0 | TAOT 2025-C A3 | 7/30/2025 | 3/15/2030 | 4.11 | 4.11 | 1,599,831 | 1,596,352 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89239FAD4 | TAOT 2023-D A3 | 11/14/2023 | 8/15/2028 | 6.30 | 4.50 | 1,959,789 | 1,981,462 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89239NAD7 | TLOT 2025-A A3 | 2/26/2025 | 2/22/2028 | 4.75 | 4.30 | 2,099,972 | 2,113,839 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89239NAE5 | TLOT 2025-A A4 | 2/26/2025 | 6/20/2029 | 4.81 | 4.42 | 1,199,960 | 1,208,892 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 89240JAD3 | TAOT 25A A3 | 1/29/2025 | 8/15/2029 | 4.69 | 4.31 | 4,774,809 | 4,808,664 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 90327VAC2 | USAOT 2024-A A3 | 7/30/2024 | 3/15/2029 | 5.04 | 4.61 | 814,847 | 820,037 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 90367VAC3 | USCAR 251 A3 | 6/20/2025 | 6/17/2030 | 4.49 | 4.54 | 1,899,656 | 1,899,791 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92348KDY6 | VZMT 2025-3 A1A | 3/31/2025 | 3/20/2030 | 4.55 | 4.50 | 3,584,846 | 3,587,438 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92866EAD1 | VWALT 2024-A A3 | 3/27/2024 | 6/21/2027 | 5.27 | 4.36 | 3,599,698 | 3,626,100 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92868MAD1 | VALET 2025-1 A3 | 3/25/2025 | 8/20/2029 | 4.97 | 4.35 | 2,429,917 | 2,439,623 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92868RAD0 | VALET 2024-1 A3 | 11/26/2024 | 7/20/2029 | 4.93 | 4.37 | 569,946 | 573,209 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAA3 | WFCIT 2024-1 A | 5/20/2024 | 2/15/2029 | 5.07 | 4.30 | 4,490,859 | 4,545,000 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAA3 | WFCIT 2024-1 A | 6/27/2024 | 2/15/2029 | 5.06 | 4.30 | 2,455,964 | 2,484,600 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAE5 | WFCIT 2024-2 A | 10/24/2024 | 10/15/2029 | 4.33 | 4.23 | 5,744,146 | 5,755,513 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAE5 | WFCIT 2024-2 A | 10/24/2024 | 10/15/2029 | 4.33 | 4.25 | 1,534,772 | 1,537,400 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAJ4 | WFCIT 2025-1 A | 6/10/2025 | 5/15/2030 | 4.33 | 4.26 | 8,024,867 | 8,048,674 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAJ4 | WFCIT 2025-1 A | 7/25/2025 | 5/15/2030 | 4.20 | 4.26 | 173,811 | 173,515 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAJ4 | WFCIT 2025-1 A | 7/25/2025 | 5/15/2030 | 4.20 | 4.26 | 348,627 | 348,024 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAJ4 | WFCIT 2025-1 A | 7/25/2025 | 5/15/2030 | 4.23 | 4.26 | 187,716 | 187,557 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 92970QAJ4 | WFCIT 2025-1 A | 7/25/2025 | 5/15/2030 | 4.23 | 4.26 | 374,428 | 374,100 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 96043GAA9 | WFLOOR 241 A1 | 2/29/2024 | 2/15/2028 | 5.43 | 5.20 | 999,872 | 1,003,510 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 96043LAC4 | WLAKE 2025-P1 A3 | 5/29/2025 | 6/15/2029 | 4.58 | 4.45 | 2,099,723 | 2,106,279 |
| MANAGED PORTFOLIO | MORTGAGE & ASSET-BACKED SECURITY | 96043LAD2 | WLAKE 2025-P1 A4 | 5/29/2025 | 4/15/2030 | 4.67 | 4.47 | 1,999,600 | 2,011,880 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR MORTGAGE & ASSET-BACKED SECURITY*** | | | | | | | ***366,287,306*** | ***367,504,649*** |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 010268CP3 | ALABAMA FED AID HWY FIN AUTH SPL OBLIG REV | 9/6/2022 | 9/1/2027 | 3.85 | 4.23 | 98,611 | 104,170 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 120827EH9 | BURBANK GLENDALE PASADENA ARPT AUTH CALIF ARPT REV | 5/30/2024 | 7/1/2028 | 5.12 | 4.31 | 1,500,000 | 1,532,820 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 13063EGT7 | CALIFORNIA ST | 11/5/2024 | 8/1/2029 | 4.38 | 4.10 | 1,713,985 | 1,729,723 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 13068XKC2 | CALIFORNIA ST PUB WKS BRD LEASE REV | 11/8/2023 | 11/1/2026 | 5.54 | 4.45 | 1,600,000 | 1,620,912 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 13068XLJ6 | CALIFORNIA ST PUB WKS BRD LEASE REV | 4/11/2024 | 4/1/2027 | 4.92 | 4.37 | 1,510,000 | 1,523,152 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 20772KZH5 | CONNECTICUT ST | 5/7/2025 | 3/15/2027 | 4.28 | 4.14 | 1,319,474 | 1,319,851 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 20772KZL6 | CONNECTICUT ST | 5/7/2025 | 3/15/2030 | 4.59 | 4.22 | 700,000 | 710,773 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 21969AAF9 | CORONA | 10/3/2024 | 5/1/2027 | 3.90 | 4.62 | 1,873,417 | 1,883,277 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 21969AAF9 | CORONA | 10/3/2024 | 5/1/2027 | 3.90 | 4.72 | 1,613,220 | 1,619,009 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 485429Z49 | KANSAS ST DEV FIN AUTH REV | 11/22/2024 | 4/15/2029 | 4.60 | 4.29 | 1,318,473 | 1,334,859 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 54438CDT6 | LOS ANGELES CALIF CMNTY COLLEGE DIST | 2/14/2025 | 8/1/2029 | 5.07 | 4.85 | 829,336 | 834,405 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 544445U98 | LOS ANGELES CALIF DEPT ARPTS ARPT REV | 9/25/2024 | 5/15/2029 | 3.96 | 4.45 | 821,894 | 821,517 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 5445872T4 | LOS ANGELES CALIF MUN IMPT CORP LEASE REV | 3/4/2021 | 11/1/2025 | 0.95 | 4.87 | 1,600,000 | 1,584,464 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 544647KX7 | LOS ANGELES CALIF UNI SCH DIST | 5/13/2025 | 7/1/2027 | 4.38 | 4.06 | 1,000,000 | 1,005,843 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 544647KX7 | LOS ANGELES CALIF UNI SCH DIST | 5/13/2025 | 7/1/2027 | 4.38 | 4.10 | 3,825,000 | 3,844,814 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 544647KY5 | LOS ANGELES CALIF UNI SCH DIST | 5/13/2025 | 7/1/2028 | 4.42 | 4.11 | 1,000,000 | 1,008,430 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 544647LA6 | LOS ANGELES CALIF UNI SCH DIST | 7/9/2025 | 10/1/2027 | 4.22 | 3.99 | 490,000 | 492,181 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 57582RK96 | MASSACHUSETTS COMMONWEALTH | 6/26/2023 | 11/1/2026 | 4.61 | 4.08 | 431,068 | 466,905 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 57582TEA6 | MASSACHUSETTS COMMONWEALTH | 6/18/2025 | 6/1/2030 | 4.32 | 4.15 | 1,001,300 | 1,008,800 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 576004HD0 | MASSACHUSETTS (COMMONWEALTH OF) | 5/1/2024 | 7/15/2027 | 4.99 | 4.13 | 764,544 | 788,274 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 64990KHE6 | NEW YORK STATE DORMITORY AUTHORITY | 3/31/2025 | 3/15/2027 | 4.30 | 4.33 | 1,426,125 | 1,426,039 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 650036AX4 | NEW YORK ST URBAN DEV CORP REV | 9/25/2024 | 3/15/2029 | 3.94 | 4.31 | 525,642 | 527,596 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 70869PQZ3 | PENNSYLVANIA ECONOMIC DEV FING AUTH REV | 2/26/2025 | 6/1/2027 | 4.56 | 4.32 | 540,000 | 542,290 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 70869PRA7 | PENNSYLVANIA ECONOMIC DEV FING AUTH REV | 2/26/2025 | 6/1/2028 | 4.64 | 4.33 | 455,000 | 458,717 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 70869PRB5 | PENNSYLVANIA ECONOMIC DEV FING AUTH REV | 2/26/2025 | 6/1/2029 | 4.72 | 4.17 | 1,500,000 | 1,528,848 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 735000TR2 | PORT OAKLAND CALIF REV | 9/25/2024 | 5/1/2029 | 3.96 | 4.50 | 1,284,426 | 1,278,543 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 735000TR2 | PORT OAKLAND CALIF REV | 7/25/2025 | 5/1/2029 | 4.57 | 4.50 | 173,245 | 173,739 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 757696AS8 | REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV | 7/15/2021 | 5/1/2026 | 1.32 | 4.42 | 1,495,000 | 1,461,198 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 797356NZ1 | SAN DIEGO CALIF UNI SCH DIST | 9/19/2024 | 7/1/2029 | 3.97 | 4.13 | 790,000 | 785,231 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 79766DSZ3 | SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A | 9/19/2024 | 5/1/2029 | 3.94 | 4.21 | 933,320 | 935,778 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 79768HJN9 | SAN FRANCISCO (CITY & COUNTY) PUBLIC UTILITIES COM | 7/31/2024 | 10/1/2027 | 4.66 | 4.16 | 4,230,000 | 4,270,862 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 79768HJN9 | SAN FRANCISCO (CITY & COUNTY) PUBLIC UTILITIES COM | 10/4/2024 | 10/1/2027 | 3.91 | 4.16 | 499,937 | 494,776 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 977100HN9 | WISCONSIN ST GEN FD ANNUAL APPROPRIATION REV | 3/26/2025 | 5/1/2029 | 4.36 | 4.31 | 437,761 | 442,622 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 977100HT6 | WISCONSIN ST GEN FD ANNUAL APPROPRIATION REV | 2/16/2023 | 5/1/2026 | 4.36 | 4.35 | 1,240,000 | 1,240,074 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 977100JE7 | WISCONSIN ST GEN FD ANNUAL APPROPRIATION REV | 5/17/2023 | 5/1/2027 | 4.12 | 4.20 | 2,276,950 | 2,264,791 |
| MANAGED PORTFOLIO | MUNICIPAL DEBT | 977100JF4 | WISCONSIN ST GEN FD ANNUAL APPROPRIATION REV | 5/17/2023 | 5/1/2027 | 4.12 | 4.29 | 841,263 | 835,518 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR MUNICIPAL DEBT*** | | | | | | | ***43,658,989*** | ***43,900,799*** |
| MANAGED PORTFOLIO | SUPRANATIONAL | 459058KL6 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP | 9/27/2024 | 9/21/2029 | 3.58 | 3.99 | 2,003,800 | 1,972,220 |
| MANAGED PORTFOLIO | SUPRANATIONAL | 459058LN1 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP | 10/16/2024 | 10/16/2029 | 3.93 | 3.99 | 1,481,124 | 1,478,303 |
| MANAGED PORTFOLIO | SUPRANATIONAL | 459058LT8 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP | 5/6/2025 | 5/5/2028 | 3.70 | 3.91 | 3,362,519 | 3,345,231 |
| MANAGED PORTFOLIO | SUPRANATIONAL | 45950KDF4 | INTERNATIONAL FINANCE CORP | 12/6/2023 | 1/15/2027 | 4.49 | 3.94 | 4,938,847 | 4,985,473 |
| MANAGED PORTFOLIO | ***SUB-TOTAL FOR SUPRANATIONAL*** | | | | | | | ***11,786,289*** | ***11,781,226*** |
| **MANAGED PORTFOLIO - TOTAL** | | | | | | | | **$ 2,347,767,337** | **$ 2,363,047,995** |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDFIIN | FIDELITY INVESTMENT MM GOV 1 57 | N/A | N/A | 4.07 | 4.07 | 21,100,237 | 21,100,237 |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDDGCM | DREYFUS GOVT CM INST 289 | N/A | N/A | 4.06 | 4.06 | 25,000,000 | 25,000,000 |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDINVE | INVESCO TREASURY INSTL 1931 | N/A | N/A | 4.08 | 4.08 | 27,552,510 | 27,552,510 |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDMOR3 | MORGAN STANLEY LIQ GOVT INST 8302 | N/A | N/A | 4.08 | 4.08 | 26,521,510 | 26,521,510 |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDRBCG | RBC US GOVTT 1 1465 | N/A | N/A | 4.10 | 4.10 | 82,888,098 | 82,888,098 |
| GRANT FUNDS | MONEY MARKET/MUTUAL FUND | X9USDWAIG | WESTERN ASSET INSTL GOVT MM 4512 | N/A | N/A | 4.07 | 4.07 | 26,500,000 | 26,500,000 |
| GRANT FUNDS | ***SUB-TOTAL FOR MONEY MARKET/MUTUAL FUND*** | | | | | | | ***209,562,355*** | ***209,562,355*** |
| GRANT FUNDS | BANK DEPOSIT | N/A | BANK DEPOSIT | N/A | N/A | 0.00 | 0.00 | 107,480 | 107,480 |
| GRANT FUNDS | ***SUB-TOTAL FOR BANK DEPOSIT*** | | | | | | | ***107,480*** | ***107,480*** |
| ****** GRANT FUNDS - TOTAL** | | | | | | | | **$ 209,669,835** | **$ 209,669,835** |
| DEBT SERVICE RESERVE FUNDS | MONEY MARKET/MUTUAL FUND | 31846V203 | FIRST AMERICAN MM GOV - 91EL 2023 BONDS DSF/DSRF | N/A | N/A | 3.92 | 3.92 | 12,578,016 | 12,578,016 |
| DEBT SERVICE RESERVE FUNDS | MONEY MARKET/MUTUAL FUND | 31846V203 | FIRST AMERICAN MM GOV - 2021 TIFIA LOAN TRF/DLUF | N/A | N/A | 3.92 | 3.92 | 33,770,577 | 33,770,577 |

# Orange County Transportation Authority
## Portfolio Listing
## As of July 31, 2025

| PORTFOLIO | SECURITY TYPE | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY | * YIELD AT COST | ** YIELD AT MARKET | BOOK VALUE | *** MARKET VALUE |
|---|---|---|---|---|---|---|---|---|---|
| DEBT SERVICE RESERVE FUNDS | MONEY MARKET/MUTUAL FUND | 31846V203 | FIRST AMERICAN MM GOV - 2021 TIFIA DSRF | N/A | N/A | 3.92 | 3.92 | 1,652,262 | 1,652,262 |
| DEBT SERVICE RESERVE FUNDS | MONEY MARKET/MUTUAL FUND | 31846V203 | FIRST AMERICAN MM GOV - 2021 TIFIA ORF/MMRF | N/A | N/A | 3.92 | 3.92 | 7,740,920 | 7,740,920 |
| DEBT SERVICE RESERVE FUNDS | ***SUB-TOTAL FOR MONEY MARKET/MUTUAL FUND*** | | | | | | | ***55,741,774*** | ***55,741,774*** |
| DEBT SERVICE RESERVE FUNDS | NEGOTIABLE CERTIFICATE OF DEPOSIT | 0561B2Z6 | BMO HARRIS BANK - 91EL 2023 BONDS ORF/MMRF | 7/9/2025 | 4/1/2026 | 4.37 | 4.37 | 8,000,000 | 8,000,000 |
| DEBT SERVICE RESERVE FUNDS | ***SUB-TOTAL FOR NEGOTIABLE CERTIFICATE OF DEPOSIT*** | | | | | | | ***8,000,000*** | ***8,000,000*** |
| DEBT SERVICE RESERVE FUNDS | BANK DEPOSIT | N/A | BANK DEPOSIT - 91EL 2023 BONDS ORF/MMRF | N/A | N/A | 0.00 | 0.00 | 153,840 | 153,840 |
| DEBT SERVICE RESERVE FUNDS | ***SUB-TOTAL FOR BANK DEPOSIT*** | | | | | | | ***153,840*** | ***153,840*** |
| **DEBT SERVICE RESERVE FUNDS - TOTAL** | | | | | | | | **$ 63,895,615** | **$ 63,895,615** |
| **TOTAL PORTFOLIO** | | | | | | | | **$ 3,147,135,528** | **$ 3,162,875,934** |

* Yield at Cost represents the yield to maturity based on the acquisition cost, which refers to the internal rate of return of a security, calculated using its acquisition cost and the expected cash flows over the entire holding period.
** Yield at Market represents the yield to maturity based on the market value, which refers to the internal rate of return of a security given its market price as of the report date and its future expected cash flows.
*** Market Value does not include accrued interest.
**** SB125 Funding Agreement.

# ORANGE COUNTY TRANSPORTATION AUTHORITY
## TRANSACTION ACTIVITY
## FOR THE MONTH OF JULY 2025

| TRANSACTION | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY DATE | ACCOUNT | COUPON RATE | PAR VALUE | PROCEEDS/ (COST) |
|---|---|---|---|---|---|---|---|---|
| PURCHASE | 025816EJ4 | AMERICAN EXPRESS CO | 7/25/2025 | 7/20/2029 | P&R | 4.35 | 2,415,000 | (2,415,000) |
| PURCHASE | 025816EJ4 | AMERICAN EXPRESS CO | 7/25/2025 | 7/20/2029 | PFM | 4.35 | 1,775,000 | (1,775,000) |
| PURCHASE | 02582JKV1 | AMXCA 2025-4 A | 7/22/2025 | 7/15/2030 | MetLife | 4.30 | 2,365,000 | (2,364,659) |
| PURCHASE | 02582JKV1 | AMXCA 2025-4 A | 7/22/2025 | 7/15/2030 | PFM | 4.30 | 1,470,000 | (1,469,788) |
| PURCHASE | 02665WFT3 | AMERICAN HONDA FINANCE CORP | 7/8/2025 | 10/22/2027 | MetLife | 4.45 | 2,625,000 | (2,650,973) |
| PURCHASE | 05377RHM9 | AESOP 2023-8 A | 7/25/2025 | 2/20/2030 | MetLife | 6.02 | 5,740,000 | (5,988,749) |
| PURCHASE | 05612B2Z6 | BMO BK M 4/1/26 4.37% D 7/9/25 | 7/9/2025 | 4/1/2026 | BMO-91EL MMRF | 4.37 | 5,000,000 | (5,000,000) |
| PURCHASE | 05612B2Z6 | BMO BK M 4/1/26 4.37% D 7/9/25 | 7/9/2025 | 4/1/2026 | BMO-91EL ORF | 4.37 | 3,000,000 | (3,000,000) |
| PURCHASE | 14290FAD8 | CARMX 2025-3 A3 | 7/23/2025 | 7/15/2030 | P&R | 4.35 | 3,800,000 | (3,799,219) |
| PURCHASE | 16145NAC5 | CHAOT 251 A3 | 7/30/2025 | 1/25/2030 | P&R | 4.29 | 1,100,000 | (1,099,893) |
| PURCHASE | 16145NAC5 | CHAOT 251 A3 | 7/30/2025 | 1/25/2030 | PFM | 4.29 | 1,585,000 | (1,584,845) |
| PURCHASE | 172967PF2 | CITIGROUP INC | 7/16/2025 | 2/13/2030 | MetLife | 5.17 | 1,900,000 | (1,968,722) |
| PURCHASE | 26875PAX9 | EOG RESOURCES INC | 7/1/2025 | 7/15/2028 | P&R | 4.40 | 985,000 | (984,035) |
| PURCHASE | 29375UAC3 | EFF 253 A3 | 7/23/2025 | 9/20/2029 | P&R | 4.46 | 3,500,000 | (3,499,685) |
| PURCHASE | 30308LAD1 | FRESB 2018-SB57 A1F | 7/10/2025 | 7/25/2028 | MetLife | 3.71 | 1,629,629 | (1,604,150) |
| PURCHASE | 3130AWBZ2 | FEDERAL HOME LOAN BANKS | 7/10/2025 | 6/11/2027 | CAM | 4.13 | 5,000,000 | (5,036,165) |
| PURCHASE | 3133ETQN0 | FEDERAL FARM CREDIT BANKS FUNDING CORP | 7/25/2025 | 7/22/2030 | MetLife | 4.76 | 6,000,000 | (5,993,080) |
| PURCHASE | 3137FL6P4 | FHMS K-089 A2 | 7/3/2025 | 1/25/2029 | MetLife | 3.56 | 335,000 | (328,720) |
| PURCHASE | 3137HBFY5 | FHMS K-513 A2 | 7/8/2025 | 12/25/2028 | MetLife | 4.72 | 2,000,000 | (2,034,025) |
| PURCHASE | 32113CCE8 | FNMNT 2025-1 A | 7/18/2025 | 2/15/2030 | MetLife | 4.85 | 950,000 | (963,335) |
| PURCHASE | 34528QJK1 | FORDF 243 A1 | 7/23/2025 | 9/17/2029 | MetLife | 4.30 | 4,225,000 | (4,230,358) |
| PURCHASE | 34529BAA4 | FORDF 2025-1 A1 | 7/24/2025 | 4/15/2030 | MetLife | 4.63 | 3,260,000 | (3,293,317) |
| PURCHASE | 34533MAF3 | FORDL 2025-B B | 7/29/2025 | 8/15/2029 | MetLife | 4.52 | 2,960,000 | (2,959,643) |
| PURCHASE | 361886DQ4 | GFORT 244 A1 | 7/22/2025 | 11/15/2029 | MetLife | 4.73 | 625,000 | (631,922) |
| PURCHASE | 361886DQ4 | GFORT 244 A1 | 7/23/2025 | 11/15/2029 | MetLife | 4.73 | 175,000 | (176,879) |
| PURCHASE | 44935GAD4 | HALST 25C A3 | 7/30/2025 | 7/17/2028 | P&R | 4.36 | 2,300,000 | (2,299,645) |
| PURCHASE | 44935GAE2 | HALST 25C A4 | 7/30/2025 | 6/15/2029 | P&R | 4.38 | 1,900,000 | (1,899,968) |
| PURCHASE | 44935GAF9 | HALST 25C B | 7/30/2025 | 11/15/2029 | MetLife | 4.57 | 5,740,000 | (5,739,579) |
| PURCHASE | 47800UAD8 | JDOT 2025-B A3 | 7/17/2025 | 12/17/2029 | CAM | 4.17 | 4,550,000 | (4,548,943) |
| PURCHASE | 544647LA6 | LOS ANGELES CALIF UNI SCH DIST | 7/9/2025 | 10/1/2027 | P&R | 4.21 | 490,000 | (490,000) |
| PURCHASE | 61776NVE0 | MORGAN STANLEY PRIVATE BANK NA | 7/21/2025 | 7/6/2028 | P&R | 4.47 | 2,125,000 | (2,125,000) |
| PURCHASE | 62479LZA6 | MUFG BK LTD N Y BRH DIS 0.0 10DEC25 | 7/10/2025 | 12/10/2025 | BNY-SB125 | 4.36 | 27,550,000 | (27,039,499) |
| PURCHASE | 62829D2G4 | MUTUAL OF OMAHA COMPANIES GLOBAL FUNDING | 7/8/2025 | 6/9/2028 | MetLife | 4.51 | 1,315,000 | (1,321,662) |
| PURCHASE | 65481RAF8 | NALT 2025-B B | 7/29/2025 | 7/16/2029 | MetLife | 4.56 | 4,015,000 | (4,014,460) |
| PURCHASE | 69353RFZ6 | PNC BANK NA (DELAWARE) | 7/21/2025 | 7/21/2028 | P&R | 4.43 | 565,000 | (565,000) |
| PURCHASE | 69353RFZ6 | PNC BANK NA (DELAWARE) | 7/21/2025 | 7/21/2028 | PFM | 4.43 | 815,000 | (815,000) |
| PURCHASE | 69448TAC5 | PACIFIC LIFE GLOBAL FUNDING II | 7/8/2025 | 5/1/2028 | MetLife | 4.45 | 3,885,000 | (3,939,518) |
| PURCHASE | 713448GH5 | PEPSICO INC | 7/31/2025 | 7/23/2030 | CAM | 4.30 | 2,500,000 | (2,500,039) |
| PURCHASE | 713448GL6 | PEPSICO INC | 7/31/2025 | 1/15/2029 | CAM | 4.10 | 2,500,000 | (2,493,603) |
| PURCHASE | 735000TR2 | PORT OAKLAND CALIF REV | 7/25/2025 | 5/1/2029 | MetLife | 2.05 | 189,623 | (174,152) |
| PURCHASE | 74464AAC5 | PUBLIC STORAGE OPERATING CO | 7/2/2025 | 7/1/2030 | CAM | 4.38 | 2,000,000 | (1,995,146) |
| PURCHASE | 858928AE4 | SFUEL 251 A4 | 7/30/2025 | 3/20/2029 | MetLife | 4.50 | 1,035,000 | (1,038,073) |
| PURCHASE | 858928AF1 | SFUEL 251 B | 7/30/2025 | 4/20/2029 | MetLife | 4.74 | 775,000 | (778,049) |
| PURCHASE | 89238VAD0 | TAOT 2025-C A3 | 7/30/2025 | 3/15/2030 | P&R | 4.11 | 1,600,000 | (1,599,831) |
| PURCHASE | 89788JAF6 | TRUIST BANK | 7/24/2025 | 7/24/2028 | P&R | 4.42 | 1,420,000 | (1,420,000) |
| PURCHASE | 91282CAU5 | UNITED STATES TREASURY | 7/8/2025 | 10/31/2027 | MetLife | 0.50 | 2,125,000 | (1,969,858) |
| PURCHASE | 91282CEV9 | UNITED STATES TREASURY | 7/10/2025 | 6/30/2029 | MetLife | 3.25 | 510,000 | (498,519) |
| PURCHASE | 91282CEV9 | UNITED STATES TREASURY | 7/16/2025 | 6/30/2029 | MetLife | 3.25 | 2,015,000 | (1,963,780) |
| PURCHASE | 91282CFH9 | UNITED STATES TREASURY | 7/3/2025 | 8/31/2027 | MetLife | 3.13 | 8,895,000 | (8,868,850) |
| PURCHASE | 91282CFH9 | UNITED STATES TREASURY | 7/7/2025 | 8/31/2027 | MetLife | 3.13 | 5,000,000 | (4,978,991) |
| PURCHASE | 91282CHE4 | UNITED STATES TREASURY | 7/8/2025 | 5/31/2028 | MetLife | 3.63 | 6,315,000 | (6,298,805) |
| PURCHASE | 91282CME8 | UNITED STATES TREASURY | 7/30/2025 | 12/31/2026 | CAM | 4.25 | 5,000,000 | (5,034,316) |
| PURCHASE | 91282CMN8 | UNITED STATES TREASURY | 7/2/2025 | 2/15/2028 | MetLife | 4.25 | 6,925,000 | (7,119,700) |
| PURCHASE | 91282CMN8 | UNITED STATES TREASURY | 7/7/2025 | 2/15/2028 | MetLife | 4.25 | 3,065,000 | (3,145,969) |
| PURCHASE | 91282CMU2 | UNITED STATES TREASURY | 7/2/2025 | 3/31/2030 | MetLife | 4.00 | 1,160,000 | (1,179,992) |

# ORANGE COUNTY TRANSPORTATION AUTHORITY
## TRANSACTION ACTIVITY
## FOR THE MONTH OF JULY 2025

| TRANSACTION | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY DATE | ACCOUNT | COUPON RATE | PAR VALUE | PROCEEDS/ (COST) |
|---|---|---|---|---|---|---|---|---|
| PURCHASE | 91282CNH0 | UNITED STATES TREASURY | 7/1/2025 | 6/15/2028 | P&R | 3.88 | 9,040,000 | (9,101,220) |
| PURCHASE | 91282CNH0 | UNITED STATES TREASURY | 7/7/2025 | 6/15/2028 | P&R | 3.88 | 9,995,000 | (10,027,651) |
| PURCHASE | 91282CNH0 | UNITED STATES TREASURY | 7/7/2025 | 6/15/2028 | PFM | 3.88 | 4,150,000 | (4,175,067) |
| PURCHASE | 91282CNH0 | UNITED STATES TREASURY | 7/9/2025 | 6/15/2028 | PFM | 3.88 | 4,000,000 | (4,024,539) |
| PURCHASE | 91282CNK3 | UNITED STATES TREASURY | 7/1/2025 | 6/30/2030 | P&R | 3.88 | 2,150,000 | (2,157,617) |
| PURCHASE | 91282CNK3 | UNITED STATES TREASURY | 7/7/2025 | 6/30/2030 | PFM | 3.88 | 1,750,000 | (1,751,700) |
| PURCHASE | 91282CNM9 | UNITED STATES TREASURY | 7/15/2025 | 7/15/2028 | PFM | 3.88 | 2,100,000 | (2,101,969) |
| PURCHASE | 92970QAJ4 | WFCIT 2025-1 A | 7/25/2025 | 5/15/2030 | MetLife | 4.34 | 1,080,000 | (1,085,883) |
| PURCHASE | 95954A2B8 | WESTERN-SOUTHERN GLOBAL FUNDING | 7/16/2025 | 7/16/2028 | P&R | 4.50 | 1,675,000 | (1,674,297) |
| **PURCHASE - TOTAL** | | | | | | | **$ 208,639,252** | **$ (208,808,048)** |
| DISPOSITION | 05377RER1 | AESOP 212 A | 7/7/2025 | 2/20/2028 | MetLife | 1.66 | (1,775,000) | 1,704,282 |
| DISPOSITION | 05522RDH8 | BACCT 2023-2 A | 7/2/2025 | 11/15/2028 | MetLife | 4.98 | (1,798,000) | 1,821,262 |
| DISPOSITION | 13068XLH0 | CALIFORNIA ST PUB WKS BRD LEASE REV | 7/3/2025 | 4/1/2026 | MetLife | 5.00 | (1,135,000) | 1,155,583 |
| DISPOSITION | 14318WAD9 | CARMX 2024-1 A3 | 7/21/2025 | 10/16/2028 | P&R | 4.92 | (1,000,000) | 1,006,133 |
| DISPOSITION | 14319EAE6 | CARMX 2024-2 A3 | 7/7/2025 | 1/16/2029 | MetLife | 5.50 | (2,365,000) | 2,403,066 |
| DISPOSITION | 17325FBF4 | CITIBANK NA | 7/9/2025 | 4/30/2026 | PFM | 5.44 | (1,005,000) | 1,023,093 |
| DISPOSITION | 3136ARTE8 | FNA 2016-M03 A2 | 7/3/2025 | 2/25/2026 | MetLife | 2.70 | (1,179,301) | 1,165,105 |
| DISPOSITION | 3136AVKR9 | FNA 2017-M2 A2 | 7/7/2025 | 2/25/2027 | MetLife | 2.81 | (1,204,256) | 1,178,496 |
| DISPOSITION | 3137BS6F5 | FHMS K-S07 A2 | 7/3/2025 | 9/25/2025 | MetLife | 2.74 | (500,000) | 496,961 |
| DISPOSITION | 3137BUX60 | FHMS K-062 A2 | 7/8/2025 | 12/25/2026 | MetLife | 3.41 | (1,691,000) | 1,669,465 |
| DISPOSITION | 3137BVZ82 | FHMS K-063 A2 | 7/3/2025 | 1/25/2027 | MetLife | 3.43 | (4,715,000) | 4,658,066 |
| DISPOSITION | 3137F2LJ3 | FHMS K-066 A2 | 7/8/2025 | 6/25/2027 | MetLife | 3.12 | (2,025,000) | 1,985,095 |
| DISPOSITION | 3138LCT54 | FN AN0571 | 7/3/2025 | 1/1/2026 | MetLife | 3.10 | (600,000) | 594,478 |
| DISPOSITION | 3138LJU32 | FN AN6001 | 7/3/2025 | 7/1/2027 | MetLife | 3.16 | (524,511) | 513,314 |
| DISPOSITION | 3140HW6B3 | FN BL5365 | 7/8/2025 | 2/1/2027 | MetLife | 2.11 | (310,489) | 299,701 |
| DISPOSITION | 361886CR3 | GFORT 231 A1 | 7/21/2025 | 6/15/2028 | P&R | 5.34 | (1,300,000) | 1,311,110 |
| DISPOSITION | 38145GAM2 | GOLDMAN SACHS GROUP INC | 7/22/2025 | 8/10/2026 | P&R | 5.80 | (1,615,000) | 1,657,928 |
| DISPOSITION | 437076CV2 | HOME DEPOT INC | 7/9/2025 | 9/30/2026 | PFM | 4.95 | (745,000) | 761,288 |
| DISPOSITION | 43813YAC6 | HAROT 2024-3 A3 | 7/21/2025 | 3/21/2029 | P&R | 4.57 | (1,900,000) | 1,906,977 |
| DISPOSITION | 44891ACB1 | HYUNDAI CAPITAL AMERICA | 7/8/2025 | 3/30/2026 | MetLife | 5.50 | (3,418,000) | 3,489,273 |
| DISPOSITION | 46849LUZ2 | JACKSON NATIONAL LIFE GLOBAL FUNDING | 7/8/2025 | 4/10/2026 | MetLife | 5.60 | (1,490,000) | 1,521,989 |
| DISPOSITION | 49327M3E2 | KEYBANK NA | 7/22/2025 | 8/8/2025 | P&R | 4.15 | (970,000) | 987,960 |
| DISPOSITION | 505709AC9 | LADAR 243 A3 | 7/7/2025 | 3/15/2029 | MetLife | 4.52 | (625,000) | 626,946 |
| DISPOSITION | 54438CE40 | LOS ANGELES CALIF CMNTY COLLEGE DIST | 7/7/2025 | 8/1/2026 | MetLife | 4.98 | (2,170,000) | 2,233,646 |
| DISPOSITION | 61747YEX9 | MORGAN STANLEY | 7/18/2025 | 10/16/2026 | P&R | 6.14 | (1,165,000) | 1,186,886 |
| DISPOSITION | 61747YEZ4 | MORGAN STANLEY | 7/18/2025 | 1/28/2027 | P&R | 5.05 | (755,000) | 774,552 |
| DISPOSITION | 63743HFF4 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP | 7/7/2025 | 10/30/2025 | PFM | 5.45 | (115,000) | 116,543 |
| DISPOSITION | 64613CEZ7 | NEW JERSEY ST TRANSN TR FD AUTH | 7/8/2025 | 6/15/2026 | MetLife | 4.61 | (2,210,000) | 2,222,009 |
| DISPOSITION | 64953BBF4 | NEW YORK LIFE GLOBAL FUNDING | 7/2/2025 | 9/18/2026 | MetLife | 5.45 | (4,050,000) | 4,169,736 |
| DISPOSITION | 65339KDG2 | NEXTERA ENERGY CAPITAL HOLDINGS INC | 7/28/2025 | 2/4/2028 | P&R | 4.85 | (900,000) | 931,675 |
| DISPOSITION | 682687AB4 | ODART 2021-1 B | 7/8/2025 | 7/14/2028 | MetLife | 1.26 | (900,000) | 878,537 |
| DISPOSITION | 69371RS56 | PACCAR FINANCIAL CORP | 7/9/2025 | 8/10/2026 | PFM | 5.05 | (1,225,000) | 1,261,200 |
| DISPOSITION | 771196CE0 | ROCHE HOLDINGS INC | 7/7/2025 | 11/13/2026 | PFM | 5.27 | (740,000) | 756,545 |
| DISPOSITION | 786089JF0 | SACRAMENTO CALIF WTR REV | 7/3/2025 | 9/1/2026 | MetLife | 1.95 | (400,000) | 393,015 |
| DISPOSITION | 89236TKT1 | TOYOTA MOTOR CREDIT CORP | 7/7/2025 | 5/18/2026 | PFM | 4.45 | (1,510,000) | 1,521,366 |
| DISPOSITION | 89236TMD4 | TOYOTA MOTOR CREDIT CORP | 7/8/2025 | 5/15/2026 | MetLife | 5.20 | (3,825,000) | 3,883,544 |
| DISPOSITION | 91282CDQ1 | UNITED STATES TREASURY | 7/16/2025 | 12/31/2026 | MetLife | 1.25 | (2,055,000) | 1,975,917 |
| DISPOSITION | 91282CDQ1 | UNITED STATES TREASURY | 7/18/2025 | 12/31/2026 | MetLife | 1.25 | (2,445,000) | 2,352,125 |
| DISPOSITION | 91282CDQ1 | UNITED STATES TREASURY | 7/23/2025 | 12/31/2026 | MetLife | 1.25 | (4,000,000) | 3,853,268 |
| DISPOSITION | 91282CDQ1 | UNITED STATES TREASURY | 7/24/2025 | 12/31/2026 | MetLife | 1.25 | (9,000,000) | 8,668,431 |
| DISPOSITION | 91282CDQ1 | UNITED STATES TREASURY | 7/25/2025 | 12/31/2026 | MetLife | 1.25 | (9,000,000) | 8,664,253 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/3/2025 | 3/31/2027 | MetLife | 2.50 | (1,900,000) | 1,870,192 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/10/2025 | 3/31/2027 | MetLife | 2.50 | (1,700,000) | 1,672,012 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/14/2025 | 3/31/2027 | CAM | 2.50 | (1,400,000) | 1,377,010 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/16/2025 | 3/31/2027 | MetLife | 2.50 | (3,840,000) | 3,774,903 |

# ORANGE COUNTY TRANSPORTATION AUTHORITY
## TRANSACTION ACTIVITY
## FOR THE MONTH OF JULY 2025

| TRANSACTION | SECURITY ID | DESCRIPTION | SETTLE DATE | MATURITY DATE | ACCOUNT | COUPON RATE | PAR VALUE | PROCEEDS/ (COST) |
|---|---|---|---|---|---|---|---|---|
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/23/2025 | 3/31/2027 | MetLife | 2.50 | (2,500,000) | 2,463,990 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/24/2025 | 3/31/2027 | MetLife | 2.50 | (4,085,000) | 4,024,524 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/25/2025 | 3/31/2027 | MetLife | 2.50 | (2,000,000) | 1,968,653 |
| DISPOSITION | 91282CEF4 | UNITED STATES TREASURY | 7/30/2025 | 3/31/2027 | MetLife | 2.50 | (4,010,000) | 3,951,809 |
| DISPOSITION | 91282CEN7 | UNITED STATES TREASURY | 7/2/2025 | 4/30/2027 | CAM | 2.75 | (1,750,000) | 1,726,042 |
| DISPOSITION | 91282CEW7 | UNITED STATES TREASURY | 7/24/2025 | 6/30/2027 | MetLife | 3.25 | (530,000) | 525,263 |
| DISPOSITION | 91282CEW7 | UNITED STATES TREASURY | 7/25/2025 | 6/30/2027 | MetLife | 3.25 | (2,500,000) | 2,474,750 |
| DISPOSITION | 91282CEW7 | UNITED STATES TREASURY | 7/29/2025 | 6/30/2027 | MetLife | 3.25 | (2,000,000) | 1,980,428 |
| DISPOSITION | 91282CJK8 | UNITED STATES TREASURY | 7/9/2025 | 11/15/2026 | PFM | 4.63 | (700,000) | 710,316 |
| DISPOSITION | 91282CJK8 | UNITED STATES TREASURY | 7/22/2025 | 11/15/2026 | PFM | 4.63 | (175,000) | 177,876 |
| DISPOSITION | 91282CJK8 | UNITED STATES TREASURY | 7/25/2025 | 11/15/2026 | PFM | 4.63 | (800,000) | 812,951 |
| DISPOSITION | 91282CKJ9 | UNITED STATES TREASURY | 7/22/2025 | 4/15/2027 | PFM | 4.50 | (125,000) | 127,746 |
| DISPOSITION | 91282CKR1 | UNITED STATES TREASURY | 7/22/2025 | 5/15/2027 | PFM | 4.50 | (100,000) | 101,890 |
| DISPOSITION | 91282CKR1 | UNITED STATES TREASURY | 7/25/2025 | 5/15/2027 | PFM | 4.50 | (300,000) | 305,464 |
| DISPOSITION | 91282CLN9 | UNITED STATES TREASURY | 7/24/2025 | 9/30/2029 | P&R | 3.50 | (1,100,000) | 1,095,382 |
| DISPOSITION | 91282CLS8 | UNITED STATES TREASURY | 7/7/2025 | 10/31/2026 | PFM | 4.13 | (200,000) | 201,993 |
| DISPOSITION | 91282CLS8 | UNITED STATES TREASURY | 7/9/2025 | 10/31/2026 | PFM | 4.13 | (225,000) | 227,012 |
| DISPOSITION | 91282CMS7 | UNITED STATES TREASURY | 7/30/2025 | 3/15/2028 | P&R | 3.88 | (6,000,000) | 6,094,056 |
| DISPOSITION | 91282CMW8 | UNITED STATES TREASURY | 7/10/2025 | 4/15/2028 | P&R | 3.75 | (1,195,000) | 1,203,056 |
| DISPOSITION | 91282CNG2 | UNITED STATES TREASURY | 7/10/2025 | 5/31/2030 | P&R | 4.00 | (600,000) | 604,990 |
| DISPOSITION | 91282CNG2 | UNITED STATES TREASURY | 7/17/2025 | 5/31/2030 | P&R | 4.00 | (600,000) | 603,644 |
| DISPOSITION | 91282CNH0 | UNITED STATES TREASURY | 7/17/2025 | 6/15/2028 | P&R | 3.88 | (800,000) | 803,242 |
| DISPOSITION | 91282CNH0 | UNITED STATES TREASURY | 7/22/2025 | 6/15/2028 | P&R | 3.88 | (1,005,000) | 1,011,214 |
| DISPOSITION | 92348KCW1 | VZMT 2024-4 B | 7/3/2025 | 6/20/2029 | MetLife | 5.40 | (780,000) | 787,554 |
| DISPOSITION | 92866EAD1 | VWALT 2024-A A3 | 7/21/2025 | 6/21/2027 | P&R | 5.21 | (1,200,000) | 1,209,267 |
| DISPOSITION | 949746RW3 | WELLS FARGO & CO | 7/7/2025 | 4/22/2026 | PFM | 3.00 | (2,175,000) | 2,165,102 |
| DISPOSITION | 94988J6D4 | WELLS FARGO BANK NA | 7/22/2025 | 8/7/2026 | P&R | 5.45 | (535,000) | 553,864 |
| DISPOSITION | 95000U3C5 | WELLS FARGO & CO | 7/18/2025 | 8/15/2026 | P&R | 4.54 | (1,000,000) | 1,019,045 |
| DISPOSITION | 981946AD8 | WOLS 2024-A A3 | 7/21/2025 | 10/15/2027 | P&R | 5.26 | (800,000) | 807,545 |
| **DISPOSITION - TOTAL** | | | | | | | **$ (128,985,557)** | **$ 128,213,601** |
| MATURITY & CALL REDEMPTION | 025816CY3 | AMERICAN EXPRESS CO | 7/1/2025 | 8/1/2025 | P&R | 3.95 | (645,000) | 645,000 |
| MATURITY & CALL REDEMPTION | 05612B2T0 | BMO BK M 7/7/25 4.45% D 10/10/24 | 7/7/2025 | 7/7/2025 | BMO-91EL ORF | 4.45 | (3,000,000) | 3,000,000 |
| MATURITY & CALL REDEMPTION | 05612B2X1 | BMO BK M 7/7/25 4.25% D 4/7/25 | 7/7/2025 | 7/7/2025 | BMO-91EL MMRF | 4.25 | (5,000,000) | 5,000,000 |
| MATURITY & CALL REDEMPTION | 06051GLA5 | BANK OF AMERICA CORP | 7/22/2025 | 7/22/2026 | P&R | 4.83 | (195,000) | 195,000 |
| MATURITY & CALL REDEMPTION | 06406RBJ5 | BANK OF NEW YORK MELLON CORP | 7/24/2025 | 7/24/2026 | P&R | 4.41 | (3,510,000) | 3,510,000 |
| MATURITY & CALL REDEMPTION | 06741FU70 | BARCLAYS BK PLC / 0.0 07JUL25 144A | 7/7/2025 | 7/7/2025 | BNY-SB125 | 4.39 | (26,600,000) | 26,600,000 |
| MATURITY & CALL REDEMPTION | 3135GAJN2 | FEDERAL NATIONAL MORTGAGE ASSOCIATION | 7/24/2025 | 7/24/2026 | P&R | 4.50 | (5,300,000) | 5,300,000 |
| MATURITY & CALL REDEMPTION | 341271AD6 | FLORIDA ST BRD ADMIN FIN CORP REV | 7/1/2025 | 7/1/2025 | PFM | 1.26 | (1,025,000) | 1,025,000 |
| MATURITY & CALL REDEMPTION | 66815L2J7 | NORTHWESTERN MUTUAL GLOBAL FUNDING | 7/1/2025 | 7/1/2025 | CAM | 4.00 | (5,005,000) | 5,005,000 |
| MATURITY & CALL REDEMPTION | 89788MAH5 | TRUIST FINANCIAL CORP | 7/28/2025 | 7/28/2026 | P&R | 4.26 | (1,520,000) | 1,520,000 |
| MATURITY & CALL REDEMPTION | 89788MAH5 | TRUIST FINANCIAL CORP | 7/28/2025 | 7/28/2026 | PFM | 4.26 | (1,545,000) | 1,545,000 |
| MATURITY & CALL REDEMPTION | 91282CAB7 | UNITED STATES TREASURY | 7/31/2025 | 7/31/2025 | CAM | 0.25 | (15,500,000) | 15,500,000 |
| **MATURITY & CALL REDEMPTION - TOTAL** | | | | | | | **$ (68,845,000)** | **$ 68,845,000** |

Note: Transaction activity is baed on the settle date.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Fourth Quarter Fiscal Year 2024-25 Procurement Status Report

Finance and Administration Committee Meeting of September 10, 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.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Fourth Quarter Fiscal Year 2024-25 Procurement Status Report

## *Overview*

The fourth quarter procurement status report summarizes the procurement activities for information purposes to the Orange County Transportation Authority Board of Directors. This report focuses on procurement activity from April 1, 2025, through June 30, 2025, that was approved by the Board of Directors during this period. The fourth quarter procurement status report also projects future procurement activity for the first quarter as identified in the fiscal year 2025-26 budget.

## *Recommendation*

Receive and file as an information item.

## *Background*

The Board of Directors (Board) approved the Orange County Transportation Authority (OCTA) Fiscal Year (FY) 2024-25 Budget on June 24, 2024, which identifies the goods and services that will be purchased during the FY. A quarterly procurement report has been prepared detailing the procurement activity for line items that were approved by the Board during the fourth quarter of FY 2024-25. The report also provides a "look-ahead" of upcoming procurement activity by Board committee. The quarterly procurement report identifies contractual activity, not dollars spent.

## *Discussion*

During the fourth quarter of FY 2024-25, the Contracts Administration and Materials Management Department handled 408 different contractual documents. Of the total, 292 contractual documents, valued at $289,189,766,

were completed; the remaining procurements will be executed during the first quarter of FY 2025-26.

In the fourth quarter, the Board acted on 37 procurements. The procurements were split between four agreements valued at $8,668,602, six amendments valued at $11,719,395, three cooperative agreements valued at $552,752,166, ten cooperative agreement amendments valued at $3,465,149, six option-term amendments valued at $1,990,779, and eight change orders valued at $8,884,306. Attachment A shows a list of Board-approved procurements during the fourth quarter. Also included is a list of procurements approved by the Chief Executive Officer within the Board-delegated authority over $250,000 up to $500,000 as shown on Attachment B. Not all procurements are completed within the quarter in which they begin. Often, the procurements require cost and price reviews, as well as negotiations, which can lengthen the procurement process. Procurements not completed within the fourth quarter of FY 2024-25 are anticipated to be completed within the first quarter of FY 2025-26.

There are several procurements requiring Board approval throughout the first quarter of FY 2025-26 (July 1, 2025 through September 30, 2025) including:

- Program Management Service for Improvements to Orange County Transportation Authority Headquarters Property
- Temporary Staffing Services
- Property Management Services
- Public Outreach Consultant Services for the State Route 57 Northbound (Orangewood Avenue to Katella Avenue) Improvement Project
- Agreements for Health Services
- Construction Management Support Services for Interstate 5 Improvement Project between Interstate 405 and Yale Ave
- Oversight Services for the 405 Express Lanes Back-Office System/ Customer Service Center Operations

The estimated value of these first quarter procurements is $233,739,885. Attachments C through G identify procurement activity anticipated in the first quarter of FY 2025-26 by the committee that will review the items.

***Summary***

This report provides an update of the procurement activity for the fourth quarter of FY 2024-25, April 1, 2025 through June 30, 2025, as well as a look-ahead at anticipated procurement activity for the first quarter of FY 2025-26. Staff recommends that this report be received and filed as an information item.

***Attachments***

A. Board-Approved Contracts – Fourth Quarter Fiscal Year 2024-25
B. Procurements Approved by Chief Executive Officer within Board-Delegated Authority – Fourth Quarter Fiscal Year 2024-25 Valued over $250,000 - $500,000
C. Regional Transportation Planning Committee – First Quarter Outlook (July 1, 2025 through September 30, 2025)
D. Transit Committee – First Quarter Outlook (July 1, 2025 through September 30, 2025)
E. Finance and Administration Committee – First Quarter Outlook (July 1, 2025 through September 30, 2025)
F. Legislative and Communications Committee – First Quarter Outlook (July 1, 2025 through September 30, 2025)
G. Executive Committee – First Quarter Outlook (July 1, 2025 through September 30, 2025)

**Prepared by:**

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

**Approved by:**

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

**ATTACHMENT A**

# Board-Approved Contracts – Fourth Quarter Fiscal Year 2024-25

**NEW AGREEMENTS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| AAMCOM, LLC | C53932 | Sole Source to provide Call Answering Services for the 511 Motorist Assistance and Traveler Information and Freeway Call Box Systems | 7/12025 | 6/30 2031 | $645,455 |
| Alliant Insurance Services | C53980 | Sole Source Agreement to Provide Health Insurance Brokerage Services | 6/1/2025 | 5/31/2030 | $640,000 |
| Asplundh | C53922 | Agreement for the Installation of Battery Electric Bus Chargers and Electrical Infrastructure at the Santa Ana Bus Base | 7/22/2025 | 7/30/2025 | $2,790,147 |
| NKS Mechanical Contracting, Inc. | C42550 | Agreement for the replacement of Mechanical Units at the Santa Ana Bus Base | 6/10/2025 | 5/31/2027 | $4,593,000 |
| **TOTAL NUMBER OF CONTRACTS** | | | | | **4** |
| **TOTAL DOLLAR VALUE** | | | | | **$8,668,602** |

**AMENDMENTS TO EXISTING AGREEMENTS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| T.Y Lin International | C02073 | Amendment No. 5 for additional design services for the State Route 91 Improvement Project between Acacia Street and La Palma Avenue | 6/4/2025 | 12/31/2030 | $2,232,131 |
| CBRE, Inc | C02160 | Amendment No. 2 for Additional On-Call Commercial Real Estate Brokerage Leasing Servies and Extend Term of the Agreement for an Additional Six Months | 5/27/2025 | 3/31/2026 | $268,000 |
| Jacobs Project Management Co. | C41447 | Amendment No. 17 for Addditional Construction Management Consultant Services for the Interstate 405 Improvement Project Between State Route 73 and Interstate 605 | 7/1/2025 | 6/30/2026 | $2,948,765 |
| Herzog Transit Services, Inc | C82039 | Amendment No. 1 for Revised Project Timeline for Operations and Maintenance Services for the OC Streetcar Project | 6/28/2025 | 10/31/2029 | $5,938,341 |
| Jacobs Engineering Group, Inc | C02047 | Amendment No. 6 to Extend the Term of the Agreement to Continue to Provide Support for the Implementation of the Rider Validation System, OC Streetcar Ticket Vending Machines, and Farebox Replacement at No increase | 6/1/2025 | 7/31/2025 | $0 |
| Inter-Con Security Systems | C22886 | Amendment No. 2 for Security Officer Services at the OC Streetcar Maintenance and Storage Facility | 5/8/2025 | 12/31/2025 | $332,158 |
| **TOTAL NUMBER OF AMENDMENTS** | | | | | **6** |
| **TOTAL DOLLAR VALUE** | | | | | **$11,719,395** |

**COOPERATIVE AGREEMENTS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| Orange County Sheriff's Department | C54051 | Agreement to Fund Transit Police Services | 7/1/2025 | 6/30/2030 | $15,523,166 |
| California Department of Transportation | C54067 | Construction Capital and Construction Management Services for the Interstate 5 Improvement Project between Interstate 405 and Yale Avenue | 6/10/2025 | 12/31/2029 | $267,725,000 |
| California Department of Transportation | C53985 | Construction Capital and Construction Management Services for the State Route 91 Improvement Project between La Palma and State Route 55 | 2/28/2026 | 1/31/2030 | $269,504,000 |
| **TOTAL NUMBER OF COOPERATIVE AMENDMENTS** | | | | | **3** |
| **TOTAL DOLLAR VALUE** | | | | | **$552,752,166** |

**AMENDMENTS TO COOPERATIVE AGREEMENTS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| Riverside County Transportation Commission | C53828 | Amendment No. 10 for the Reimbursement of Shared Operational Expenses | 6/30/2025 | 8/31/2030 | $584,138 |
| California Department of Transportation | C32465 | Amendment No. 1 for Additional Right-of-Way Support Services, Right-of-Way Engineering, Right-of-Way Acquisition, and Utility Relocation for the State Route 55 Improvement Project between Interstate 5 and State Route 91 | 3/21/2025 | 9/30/2026 | $1,042,000 |
| California Department of Transportation | C13740 | Amendment No. 2 for Additional right-of-way Support Services for the Interstate 605/Katella Avenue Improvement Project | 5/3/2025 | 12/31/2025 | $287,000 |
| North County Senior Services | C42287 | Amendment No. 1 for Continued Services and to Adjust the Per Trip Rate | 7/1/2025 | 6/30/2026 | $210,429 |
| Union Pacific Railroad and California Department of Transportation | C91793 | Amendment No. 1 for Additional Design and Canstruction Parameters, Flagging, Inspection Temporary Easement, and Permanent Property Rights to Widen Bolsa Avenue Overhead Freeway Bridge over the Railroad Facility as part of the Interstate 405 Improvement Project | 6/30/2025 | 12/31/2025 | $331,000 |
| Alzheimer's Family Center | C42288 | Amendment No. 1 for Continued Services and to Adjust the Per Trip Rate | 7/1/2025 | 6/30/2026 | $497,604 |
| Abrazar, Inc | C13259 | Amendment No. 4 to Provide Funding | 7/1/2025 | 6/30/2026 | $91,560 |
| Korean America Senior Association of Orange County | C13260 | Amendment No. 5 to Provide Funding | 7/1/2025 | 6/30/2026 | $112,566 |
| Southland Integrated Services, Inc. | C13261 | Amendment No. 4 to Provide Funding | 7/1/2025 | 6/30/2026 | $98,976 |
| Orange County Sheriffs Department | C02330 | Amendment No. 6 for the Initial Request of OC Streetcar Transit Police Services | 5/122025 | 6/30/2025 | $209,876 |
| **TOTAL NUMBER OF COOPERATIVE AMENDMENTS** | | | | | **10** |
| **TOTAL DOLLAR VALUE** | | | | | **$3,465,149** |

# Board-Approved Contracts – Fourth Quarter Fiscal Year 2024-25

**OPTION TERM AMENDMENTS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| Inter-Con Security Systems | C22886 | Amendment No. 2 to Exercise Six Months of the One-Year Option Term for Continued Security Office Services at the Bus Bases | 1/1/2026 | 12/31/2027 | $332,158 |
| Siemens Mobility | C02067 | Amendment No. 4 to Exercise the First Opition Term for Licensing, Maintenance, and Commission Fees of the Mobile Ticketing Application | 5/8/2025 | 6/30/2027 | $207,621 |
| JG Images, Inc | C22317 | Amendment No. 1 to Excersize the First Option Term to Continue Providing Bus Mural Application Services | 7/1/2025 | 6/30/2027 | $260,000 |
| PGI-Pacific Graphics, Inc | C22288 | Amendment No. 1 to Excersize the First Option Term, to Continue Providing Marketing Print Services | 7/1/2025 | 6/30/2027 | $230,000 |
| Becnel Uniforms | C13928 | Amendment No. 1 to Exercise the Option Term, to Continue Providing Uniform Services for Coach Operators, Training Instructors, and Field Supervisors | 7/1/2025 | 6/30/2027 | $611,000 |
| Klein and Klein, Inc | C72064 | Amendment No. 3 to Exercise the First Option Term to Continue Providing Public Information Marketing Program Services | 7/1/2025 | 7/30/2027 | $350,000 |
| **TOTAL NUMBER OF OPTION TERM AMENDMENTS** | | | | | **6** |
| **TOTAL DOLLAR VALUE** | | | | | **$1,990,779** |

**CHANGE ORDERS**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| OC 405 Partners | C53843 | Change Order No. 173 Additional Directed Work Necessary for the Completion of the Interstate 405 Improvement Project between State Route 73 and Interstate 605 | 6/6/2025 | 12/31/2025 | $7,117,306 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 4.5 Address Utility Conflicts | 5/23/2025 | 12/19/2026 | $250,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 71.3 The Traffic Signal Ethernet Switches | 6/16/2025 | 12/19/2026 | $200,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 93.1 Modifications to Cranes at the Maintenance and Storage Facility | 5/22/2025 | 12/19/2026 | $97,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 175.1 Additional Fencing to Minimize Trespassing in the Pacific Electric Right-of Way | 5/22/2025 | 12/19/2026 | $200,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 268.1 Additional Work to Install Alternative Anchorage Equipment to Support Various Systems housed on the Roof of the Maintenance and Storage Facility | 5/22/2025 | 12//19/2026 | $70,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 250.1 Additional Work to Connect Pumps to the Appropriate Systems in the Maintenance and Storage Facility | 5/22/2025 | 12/19/2026 | $50,000 |
| Walsh Construction Company II, LLC | C71904 | Change Order No. 293 Communication Systems and Train Control Software Updates and License Extensions | 4/21/2025 | 12/19/2026 | $900,000 |
| **TOTAL NUMBER OF CHANGE ORDERS** | | | | | **8** |
| **TOTAL DOLLAR VALUE** | | | | | **$8,884,306** |

# ATTACHMENT B

**Procurements Approved by Chief Executive Officer with Board-Delegated Authority**
**Fourth Quarter Fiscal Year 2024-25 Valued over $250,000 - $500,000**

| Prime Vendor | Contract # | Contract Description | Eff Date | Exp Date | Amount |
|---|---|---|---|---|---|
| Los Angeles County Metropolitan Transportation Authority | A59570 | LA Safe Joint 511 Motorist Assitance and Traveler Information System | 4/4/2025 | 6/30/2025 | $ 460,000 |
| Courval Scheduling Inc. | C42411 | Bus and Rail Operations Scheduling Support Services | 6/27/2025 | 12/31/2027 | $ 309,000 |
| Mark Thomas & Company, Inc. | C42698 | Grant Writing and Application Services | 4/23/2025 | 2/29/2028 | $ 402,000 |
| DB E.C.O. North America Inc. | C53868 | 2025 Orange County Strategic Rail Plan | 6/26/2025 | 1/30/2027 | $ 474,640 |
| Vehicle Technical Consultants | C53876 | Contracted in-plant Inspection Services for 40 Fuel Cell Battery Electric Buses | 6/6/2025 | 3/31/2027 | $ 300,000 |
| Day Wireless Systems | C53878 | Police and Field Vehicles Accessories and Installation Services | 4/23/2025 | 4/30/2026 | $ 330,000 |
| Alta Planning + Design | C53914 | Mobility Hubs Concept of Operations | 6/25/2025 | 6/30/2027 | $ 291,501 |
| Southern California Regional Rail Authority | C54079 | Coastal Rail Stabilization Projects | 4/28/2025 | 5/31/2026 | $ 431,612 |
| Wellworks for You | C54131 | Provide Wellness Platform to Promote and Administer Orange CountyTransportation Authority's wellness Program. | 5/7/2025 | 6/30/2030 | $ 298,200 |
| **TOTAL DOLLAR VALUE:** | | | | | **$ 3,296,953** |

**ATTACHMENT C**

**REGIONAL TRANSPORTATION PLANNING COMMITTEE - First Quarter Outlook (July 1, 2025 through September 30, 2025)**

| Committee Date | Item Description | Estimated Value | Division |
|---|---|---|---|
| July 7, 2025 | None | | |
| August 4, 2025 | None | | |
| August 28, 2025 | Amendment to Cooperative Agreements with the Cities of Costa Mesa, Fountain Valley, Huntington Beach, Seal Beach, and Westminster for the Interstate 405 Improvement Project from State Route 73 to Interstate 605 | $8,409,000 | Capital Programs |
| | Cooperative Agreement with the California Department of Transportation for the State Route 55 Improvement Project Between Interstate 5 and State Route 91 | $126,320,000 | Capital Programs |
| | Amendment to Agreements for Additional Construction Management Services for State Route 55 Improvement Project Between Interstate 405 and Interstate 5 | $6,272,656 | Capital Programs |
| | Construction Management Support Services for Interstate 5 Improvement Project between Interstate 405 and Yale Avenue | $20,405,000 | Capital Programs |

**ATTACHMENT D**

**TRANSIT COMMITTEE - First Quarter Outlook (July 1, 2025 through September 30, 2025)**

| Committee Date | Item Description | Estimated Value | Division |
|---|---|---|---|
| July 10, 2025 | Cooperative Agreement with the Southern California Regional Rail Authority and the City of San Clemente to Replace and Rehabilitate the Pedestrian Audible Warning System | $1,818,000 | Capital Programs |
| | Agreement for Paratransit and Microtransit Software | $969,524 | Operations |
| | Amendment to Agreement for Transit Training Services | $778,384 | Operations |
| | Amendment to Agreement for the Ticket Vending Machine System for the OC Streetcar | $373,743 | Finance and Administration |
| August 14, 2025 | None | | |
| September 11, 2025 | Amendment to Agreement for Lot Sweeping Services | $307,380 | Operations |
| | Amendment to Agreement for Janitorial Services | $3,286,118 | Operations |
| | Amendment to Agreement for Compressed Natural Gas Fueling Facility Operation and Maintenance | $640,802 | Operations |
| | Agreement for OC Access Eligbility Assessments and Transit Support Services | $4,428,810 | Operations |
| | Amendment to Agreement for OC Streetcar HNTB Funding and Time Extension | $3,735,309 | Capital Programs |
| | Contract Change Orders for Construction of the OC Streetcar Project | $5,335,000 | Capital Programs |

**ATTACHMENT E**

**FINANCE AND ADMINISTRATION COMMITTEE - First Quarter Outlook (July 1, 2025 through September 30, 2025)**

| Committee Date | Item Description | Estimated Value | Division |
|---|---|---|---|
| July 23, 2025 | Agreement for Health Services | $31,687,333 | People and Community Engagement |
| | Plans, Specifications and Estimates for Improvements to Orange County Transportation Authoority Headquarters Property | $4,200,000 | Finance and Administration |
| August 13, 2025 | Program Management Services for Improvements to Orange County Transportation Authority Headquarters Property | $5,500,000 | Capital Programs |
| | Agreement for Oversight Services for the 405 Express Lanes Back-Office System/Customer Service Center Operations | $895,000 | Executive Division |
| August 27, 2025 | Agreement for Claims Administration of the Self-Insured Workers' Compensation Program | $2,794,000 | People and Community Engagement |
| September 10, 2025 | Property Management Services | $999,170 | Finance and Administration |
| | Agreement for Armored Vehicle Transportation and Fare Collection Counting Services | $727,482 | Finance and Administration |
| September 24, 2025 | Agreements for Temporary Staffing Services | $3,220,000 | People and Community Engagement |

**ATTACHMENT F**

**LEGISLATIVE AND COMMUNICATIONS COMMITTEE - First Quarter Outlook (July 1, 2025 through September 30, 2025)**

| Committee Date | Item Description | Estimated Value | Division |
|---|---|---|---|
| July 17, 2025 | None | | |
| August 21, 2025 | None | | |
| September 18, 2025 | Amendment to Agreement for Public Outreach Services for the Measure M2 Ten-Year Review | $37,174 | People and Community Engagement |
| | Amendment to Agreement for Public Outreach Services for the South Coast Rail Infrastructure Feasibility Study and Alternative Concepts Analysis | $100,000 | People and Community Engagement |
| | Public Outreach Consultant Services for the State Route 57 Northbound (Orangewood Avenue to Katella Avenue) Improvement Project | $500,000 | People and Community Engagement |

**ATTACHMENT G**

**EXECUTIVE COMMITTEE - First Quarter Outlook (July 1, 2025 through September 30, 2025)**

| Committee Date | Item Description | Estimated Value | Division |
|---|---|---|---|
| July 7, 2025 | None | | |
| August 4, 2025 | None | | |
| August 28, 2025 | None | | |

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Annual New York Credit Update – July 2025

Finance and Administration Committee Meeting of September 10, 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.

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Annual New York Credit Update – July 2025

## *Overview*

Since the early 1990s, the Orange County Transportation Authority has maintained an active investor relations program. As part of this program, each year the Orange County Transportation Authority conducts a series of meetings with the rating agencies and financial institutions in New York, New York. This year, the meetings took place from Wednesday, July 30, 2025, to Thursday, July 31, 2025.

## *Recommendation*

Receive and file as an information item.

## *Background*

The Orange County Transportation Authority (OCTA) and its affiliated agencies have issued approximately $2.85 billion of debt to advance various capital programs since 1987. One sub-component of debt issuance is the servicing of debt, which includes updating the rating agencies on the progress of OCTA's programs and services on an annual basis.

Every year, OCTA provides a comprehensive presentation to various organizations. This year, OCTA met with Bank of America, MetLife Investment Management, Moody's Investors Service, S&P Global Ratings, and Stantec.

It is important for OCTA to provide constant communication to the municipal market. The annual meetings provide the opportunity to discuss the issues facing OCTA and the Orange County economy. OCTA's track record has clearly established OCTA's credibility with the rating agencies and investors.

### *Discussion*

The following representatives from OCTA were in New York the week of July 28, 2025: Chair Doug Chaffee, Vice Chair Jamey Federico, Director Michael Hennessey, Chair of the Finance and Administration Committee, along with Darrell Johnson, Andrew Oftelie, Kirk Avila, and Robert Davis. In addition, Melissa Shick from OCTA's municipal financial advisory firm, KNN Public Finance, attended the meetings.

During the meetings, representatives discussed the successes and challenges of OCTA's multimodal transportation services and current projects. Staff focused on the Orange County economy, OCTA's financial position, and key agency priorities, including the Measure M2 Program, Express Lanes operations, and debt programs. The team also emphasized OCTA's reserves and the strong debt service coverage ratios for OCTA's debt obligations. The meetings were well received. The credit analysts thanked OCTA for continuing its commitment to provide annual in-person updates. The rating agencies were complimentary about the quality and comprehensive nature of the presentation book (July 2025 Credit Update) and the presentations made by three members of OCTA's Board of Directors and staff.

A detailed summary report on the New York meetings has been prepared by KNN Public Finance, and has been included as Attachment A. The report identifies the members of each firm and covers the discussion topics for each of the organizations. A copy of the July 2025 Credit Update is provided as Attachment B.

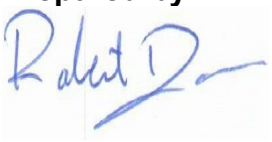
### *Summary*

The Orange County Transportation Authority has been proactive in delivering information to the municipal market to ensure that the Orange County Transportation Authority's credit ratings remain strong. A summary report of the most recent meetings in New York is provided as an attachment.

***Attachments***

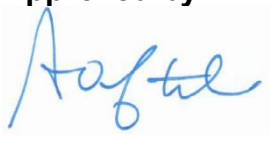
A. Letter from Melissa Shick, Managing Director, KNN Public Finance, to Robert L. Davis, Treasury and Public Finance Manager, Orange County Transportation Authority, dated August 18, 2025, re: New York Credit Update I July 2025, Financial Advisor Report to OCTA
B. Orange County Transportation Authority Annual Credit Presentation July 2025

**Prepared by:**



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

**Approved by:**



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

**ATTACHMENT A**

KNN public finance

MEMORANDUM

DATE: August 18, 2025

TO: **Orange County Transportation Authority**
Robert L. Davis, Treasury and Public Finance Manager

FROM: **KNN Public Finance, LLC**
Melissa Shick, Managing Director

RE: NEW YORK CREDIT UPDATE | JULY 2025
FINANCIAL ADVISOR REPORT TO OCTA

It was a pleasure to have accompanied the Orange County Transportation Authority ("OCTA") on its annual credit update provided to the rating agencies in tandem with meetings with other financial and business partners in New York in July. The following memorandum provides an overview of the New York credit update trip, the content of the credit presentation and meeting discussions, and key themes that emerged from meaningful dialogue among Board Members, staff, credit analysts, and other market participants.

## 1. OVERVIEW

OCTA's annual trip to New York continues to be a highlight for the rating agencies and provides valuable in-person dialogue regarding the organization, the service area economy, the Measure M sales tax program, the Express Lanes programs, and associated borrowing programs. This year, OCTA met with credit analysts from two of the three rating agencies that provide credit ratings on the Measure M and Express Lanes outstanding debt – Moody's Investor's Service ("Moody's") and S&P Global Ratings ("S&P"). Fitch Ratings ("Fitch") was unavailable to meet in-person in New York, but staff intends to schedule a separate meeting with the Fitch credit analysts over the coming months to also provide its annual credit update.

The credit analysts thanked OCTA Board Members and staff for their continued commitment to the long-standing credit relationships and the value placed in fostering open and transparent communication regarding the organization's successes, opportunities, and challenges. Importantly, in today's post-pandemic, virtual world, it was evident that the in-person outreach and dialogue were welcomed and appreciated.

Complementing the meetings with the rating agencies, OCTA also met with MetLife Investment Management ("MetLife"), one of OCTA's four portfolio managers, representatives of Bank of America ("BofA"), most recently senior underwriter on the issuance of OCTA's Measure M Refunding Bonds in March, and Stantec traffic and revenue consultant most recently providing an update to the 405 Express Lanes traffic and revenue forecast.

Considering the dialogue and conversation over the course of two days, two primary themes became evident. First, OCTA's core philosophy of **"Promises Made, Promises Kept"** remains apparent and is supported by the continued successful delivery of projects and programs under Measure M and the operation of the Express Lanes. Second, following many consecutive years of building and implementing projects and operations through delivery of the Measure M and Express Lanes programs, a developing and growing economy, and a post-pandemic recovery, OCTA is currently afforded by a steady-state environment – one of **"Stability and Strength."**

## 2. OCTA PARTICIPANTS AND MEETING SCHEDULE

OCTA was represented by Board Members and key staff at credit rating and business meetings in New York. Board Members included Chair, Doug Chaffee, Vice Chair, Jamey Federico, and Chair of the Finance and Administration Committee, Michael Hennessey. OCTA staff members included Darrell Johnson, Chief Executive Officer, Andy Oftelie, Chief Financial Officer, Kirk Avila, General Manager of Express Lane Programs, and Robert Davis, Treasury and Public Finance Manager. OCTA was also represented by Melissa Shick, Managing Director, KNN Public Finance, LLC (municipal advisor on OCTA's issuance of Measure M Refunding Bonds in March).

The New York credit update meetings took place on July 30, 2025 and July 31, 2025, consisting of five meetings across the two days:

| WEDNESDAY, JULY 30 | |
|---|---|
| Moody's | Moody's provides ratings on the 91 Toll Revenue Bonds (Aa3) and the 405 Toll Revenue TIFIA Loan (Baa2). The Measure M Build America Bonds issued in 2010 were rated by Moody's but the Measure M Refunding Bonds in 2025 were not rated by Moody's. |
| S&P | S&P provides ratings on the Measure M Sales Tax Bonds - recently upgrading OCTA's sales tax rating to "AAA." S&P also rates the 91 Toll Revenue Bonds (AA-). |
| MetLife | MetLife is one of OCTA's four fixed income portfolio managers. |
| **THURSDAY, JULY 31** | |
| Bank of America | BofA has a long-standing history with OCTA and has served as underwriter on OCTA's Measure M Bonds and 91 Toll Revenue Bonds. Most recently, BofA served as senior manager on the Measure M Refunding Bonds in 2025. |
| Stantec | Stantec provides traffic and revenue forecasts for the 91 Express Lanes and the 405 Express Lanes and in 2025 provided an update to the 405 Express Lanes 2016 forecast. |

## 3. RATING AGENCY MEETINGS

The Treasury/Public Finance Department, with support from many departments throughout OCTA, worked diligently during the Spring and Summer to update and assemble a comprehensive 70-slide PowerPoint presentation – the July 2025 Credit Update. The PowerPoint presentation was formally presented to Moody's and S&P; however, OCTA shared and referenced aspects of the presentation topics during other meetings over the course of the two days.

The July 2025 Credit Update was organized as follows:

| SECTION | PRESENTER | SLIDES |
|---|---|---|
| 1. Orange County Transportation Authority | Doug Chaffee, Chair | 2-9 |
| 1. Orange County Transportation Authority | Jamey Federico, Vice Chair | 10-13 |
| 2. Orange County Economy | Michael Hennessey, Committee Chair Finance & Administration | 14-24 |
| 3. Agency Update | Darrell Johnson, Chief Executive Officer | 25-34 |
| 4. Measure M Program | Andrew Oftelie, Chief Financial Officer | 35-42 |
| 5. Express Lanes Programs | Kirk Avila, General Manager, Express Lanes Programs | 43-61 |
| 6. Debt Programs | Robert Davis, Treasury and Public Finance Manager | 62-70 |

## MEETING WITH MOODY'S:

Moody's was represented by Kurt Krummenacker (Manager, Americas Project Finance and Infrastructure), Cintia Nazima (Vice President – Senior Analyst, Global Project & Infrastructure Finance), Aysha Seedat (Analyst, Global Project & Infrastructure Finance), and Moses Kopmar (Credit Sector Strategist), who participated virtually.

*SECTION 1: ORANGE COUNTY TRANSPORTATION AUTHORITY*. Chair Chaffee led the initial presentation discussion with Moody's. The Chair introduced the presentation participants and importantly provided context of his background serving as Chair of the Orange County Transportation Authority Board of Directors and Chair of its Executive Committee. Chair Chaffee highlighted that while elected to serve as the Chair of the Board in 2025, he has served on the OCTA Board since 2019. Additionally, he emphasized the privilege of also serving as Chair of the Southern California Regional Rail Authority Board of Directors (or Metrolink) and as Member of the Board of Directors of the Foothill/Eastern Transportation Corridor Agency. Chair Chaffee's introductory remarks set the stage for CEO Johnson's discussion of the 241/91 Express Lanes Connector project and underscored OCTA's commitment to inter-governmental coordination and agreements to advance transformative regional projects.

As Chair, Chaffee spoke to the importance of continuity at the Board and staff level while welcoming new Board members and succession planning at the executive management level. He noted there were two new key executive leadership transitions (Executive Director for Planning and Executive Director for Government Relations) since the last meeting with Moody's – positions now held by staff members that have been with OCTA for over ten years. Chair Chaffee concluded his remarks by speaking to the 2025 Board and CEO Initiatives that are aligned with OCTA's mission to deliver a balanced, sustainable, and equitable transportation system that enhances quality of life and keeps Orange County moving.

Vice Chair Federico began his discussion providing an overview of the 2025 Grand Jury Report and related findings. Each area of strength mentioned in the 2025 Grand Jury Report underscored stability across the OCTA organization – governance, finance, and services – foreshadowing Director Hennessey's theme of "Stability and Strength" that would be discussed in the Orange County Economy section that followed. With Moody's, Vice Chair Federico led a robust discussion around OCTA's Reserve Policy which is designed to mitigate financial risks to the organization. Importantly, Vice Chair Federico described OCTA's decision to self-insure and increase the minimum General Liability Reserve from $7.1 million to $32.1 million to include $25 million for large, unpredictable claims.

The discussion surrounding insurance prompted Moody's inquiry around other insurance coverages – notably cyber insurance. CFO Oftelie spoke to OCTA's cyber insurance coverage. Moody's indicated that generally, when an organization has taken the step to procure cyber insurance, it implies that diligence regarding cyber safety has been conducted throughout an organization, which CFO Oftelie confirmed.

*SECTION 2: ORANGE COUNTY ECONOMY*. In speaking of the Orange County economy and beginning with a discussion of the steady-state population in the County, Director Hennessey set the stage for the presentation theme of "Stability and Strength." While the 1990s experienced an average annual population growth of 1.5%, Director Hennessey highlighted that since the 1990's, Orange County's has experienced a leveling population growth with annual population estimates remaining steady.

Director Hennessey provided a comprehensive review of employment changes in the economy, including changes over a longer-term history and changes over the past year. The gains and losses

in employment over the last year were discussed with Moody's – depicting the overall change in employment dynamic in the County. Director Hennessey specifically spoke to the Leisure and Hospitality sector, which suffered the most job losses during the pandemic, but now continues to show strength, with employment in this sector exceeding the pre-pandemic levels. During the discussion of the composition of employment in the County, Moody's was particularly interested in employment projections moving forward and changes in the employment composition. Director Hennessey estimated that the health services sector would continue to grow due to an aging population.

New economic development projects in the County, including OCVIBE, the OC Riverwalk, Disneyland Forward, and Dana Point Harbor Revitalization were presented this year. Moody's was impressed by the level of planned economic development in the County. As part of this discussion, Moody's inquired about the 2028 Olympics and asked if the activity around development was driven by anticipated Olympic activity. CEO Johnson discussed the use of the Honda Center/Anaheim Arena as a venue for Olympics.

Director Hennessey concluded his remarks by characterizing the Orange County economy as an environment of ongoing "Strength and Stability" – a shift from historic "boom" eras.

*SECTION 3: AGENCY UPDATE*. CEO Johnson's agency updates consisted of OC Streetcar and OC Bus, highlighted freeway and managed lanes projects, and the approved FY 2025-26 Budget.

Regarding OC Streetcar, Moody's inquired about the extent of the delay and design issues. CEO Johnson summarized the project challenges to be three-fold: i) utility issues; ii) defaults in design; and iii) soil composition. Moody's appreciated the further context and understood that there could be an extended period of legal disputes with the contractor and design firm.

The Caltrans I-5 managed lanes project was discussed in depth with Moody's with CEO Johnson noting that the project is currently in the environmental phase. CEO Johnson discussed the timing of the environmental review process noting that the state's process will utilize a Vehicle Miles Traveled ("VMT") analysis. Moody's asked for follow-up information on VMT, which CEO Johnson noted he would provide. Consistent with the discussion with Moody's last year, CEO Johnson underscored that OCTA is committed to supporting Caltrans on the project and providing express lanes "best practices" to ensure the project's success.

The 241/91 Express Connector project was also presented in detail – focusing on the multi-agency aspects of the project, including TCA, RCTC, and OCTA. Both CEO Johnson and Kirk Avilia spoke about the status of the project and the open policy issues under the Master Agreement and Operating Agreement. Moody's inquired about traffic demand management during peak hours to which CEO Johnson underscored that "dynamic pricing will rule" along with restrictions for HOV and transit and vanpool only. Mr. Avila emphasized that OCTA is committed to ensuring that the project will not negatively impact the 91 Express Lanes and General Purpose Lanes traffic patterns.

CEO Johnson concluded his discussion by reviewing the FY 2025-26 Budget. The Moody's analysts inquired about the overall affordability of programs and services. CEO Johnson discussed the transit system and fare structure, including free passes to youth and students and fare capping at $5/day and $69/month. On the toll side, discounts are shifting to occupancy-based from income-based with the clean air vehicle discount scheduled to sunset.

*SECTION 4: MEASURE M PROGRAM*. CFO Oftelie provided an update on the Measure M2 program emphasizing "Promises Made, Promises Kept." Despite modest decline in sales tax

revenues and a lower total sales tax revenue forecast of $14 billion over the 30-year measure from prior estimates, the M2 program remains deliverable. CFO Oftelie shared important insight with regard to actual sales tax revenues under Measure M2, including commentary on the portion of growth relative to inflationary growth and real growth. The Moody's analysts were struck by the actual sales tax revenue growth post-pandemic as compared to the 2019 sales tax revenue forecast. The pandemic year of 2019-20 was the only year in which sales tax revenues fell below the 2019 forecast (at a manageable 4.3% decline). Fiscal years 2021-22 through 2023-24 far exceeded 2019 forecast expectations. CFO Ofelie highlighted that M2 sales tax receipts have increased 36% since the pandemic, reinforcing the program's stability despite recent softening in year-over-year growth.

*SECTION 5: EXPRESS LANES PROGRAMS*. Kirk Avila, the General Manager of Express Lanes Programs briefed the credit analysts on updates related to OCTA's 91 Express Lanes and 405 Express Lanes Programs. As Moody's provides a rating on the 91 Toll Revenue Bonds and the 405 Toll Revenue TIFIA Loan, Mr. Avila provided important operational and credit detail on the two Express Lanes programs. Moody's credit analysts were impressed by the numerous milestones completed over the last year in terms of i) automation; ii) traffic volume and toll revenues; and iii) 405 Express Lanes operations.

Specific to automation, Mr. Avila highlighted the new video wall at the Traffic and Operations Center (which Moody's provided favorable comments) and the final acceptance for the Electronic Toll and Traffic Management lane system. Mr. Avila presented several slides on the continued growth and new highs related to the 91 Express Lanes traffic volume and revenue performance. In this regard, he spent time reviewing year over year changes in traffic volume with the Moody's analysts. Mr. Avila pointed out that the largest growth in traffic volumes has not necessarily been driven by peak commute hours (5am – 9am Westbound and 3pm – 6pm Eastbound). Instead, Mr. Avila highlighted that growth has been driven by flexibility in work schedules and off-peak commuting – pointing to increased traffic volumes of approximately 20% on Fridays between 9am and 3pm in the Westbound direction.

Moody's was also pleased to learn that the 405 Express Lanes had completed its first full fiscal year of operations and to hear about the growth experienced since Mr. Avila presented to Moody's in July 2024. Mr. Avila reviewed slides that indicated that transactions, trips (defined as 6 transactions or access points), and revenues were all higher in the months of December 2024 through May 2025 from FY 2024 data. Moody's asked about the percentage of drivers utilizing the entire 405 facility in a single trip – Mr. Avila noted that approximately 37%-38% of users access the entire facility.

In July 2024, Mr. Avila informed the credit analyst that Santec would be preparing an updated traffic and revenue study on the 405 Express Lanes. In the July 2025 meeting with Moody's, Mr. Avila provided an overview of the updated forecast relative to the forecast provided in 2016 noting the updated forecast "is lower but more realistic" now that actual operational data is available. Mr. Avila also addressed questions regarding the forecast and different commute patterns with new the remote work environment.

*SECTION 6: DEBT PROGRAMS*. Robert Davis, Manager of the Treasury/Public Finance Department, highlighted key aspects of the 91 Express Lanes Debt for Moody's given their outstanding credit rating on the program. Notable to Moody's was the improved credit metrics just in the last year: i) estimated FY 2024-25 debt service coverage ratio is projected to be 8.05x – up from 7.13x in FY 2023-24 and ii) the maintenance of additional reserves funded by OCTA - $31.3 million Capital Reserve and $248.8 million SR-91 Corridor Projects Reserve. Overall, Mr. Davis underscored the agency's robust debt service coverage ratios with no plans for additional debt across all credits.

## MEETING WITH S&P:

S&P was represented by Quinn Rees (Senior Analyst, Americas Public Finance States & Transportation Team) and Thomas Zemetis (Director and Analytical Lead, States & Transportation Team, Public Finance - The Americas). The discussion topics and credit themes at the S&P meeting were consistent with that of the Moody's meeting. Highlighted below are discussion points that were of particular interest to S&P.

*SECTION 1: ORANGE COUNTY TRANSPORTATION AUTHORITY*. Chair Chaffee opened the meeting with S&P by thanking the analysts for their recent credit evaluation of OCTA's sales tax credit and upgrading the credit to "AAA" and assigning the "AAA" rating on the Measure M Refunding Bonds. Quinn Rees, who was present at the credit update meeting, served as the primary credit analyst on the Measure M Refunding Bonds and noted that for her personally OCTA's "AAA" upgrade was her first assignment of a "AAA" across her portfolio of credits.

Also in his introductory remarks, Chair Chaffee noted his role not only on the OCTA Board but also on the Metro Link Board and TCA Board. He highlighted the inter-governmental agency coordination and the recent efforts taken to advance multi-jurisdiction agreements and projects.

Chair Chaffee provided a summary of the presentation content, including stable Board leadership and Executive Management team, a strong, resilient economy that has recovered from the temporary downturn during the pandemic, and sales tax collections have significantly exceeded pre-pandemic projections. He noted that the FY 2025-26 Budget was approved and from the Board's perspective it is a budget that keeps the focus on customers and constituents but is fiscally responsible.

Chair Chaffee concluded with a discussion of the 2025 Board and CEO Initiatives. He noted that his role is to work collaboratively with fellow Board members, OCTA's executive staff, and local and regional partners to shape a unified vision for the year. The 2025 initiatives emphasize fiscal and environmental responsibility, customer-focused service, community engagement, and delivery on voter-approved commitments, particularly through the Measure M2 program – "Promises Made, Promises Kept."

Vice Chair Federico began his discussion with the review of the 2025 Grand Jury Report. In addition to the presentation of the organizational strengths included in the report, he pointed to the areas of improvement also noted in the report – one being the Coastal Rail and limited ability to address infrastructure threats. On the following slide, Vice Chair Federico provided a thoughtful discussion of the Coastal Rail Resiliency and the near-term and longer-term strategies to protect service. Importantly, Vice Chair Federico emphasized the Federal and State commitment to the repair – minimizing the risk to OCTA's core operations. S&P analysts inquired about OCTA's payment risk as a contracting agency in the event Federal funding towards the project is diverted. Vice Chair Federico reiterated the Federal commitment in tandem with the State commitment totaling over $300 million in emergency repair funding.

S&P was intrigued by the new OCTA headquarters acquisition and the projected savings compared to leasing over the same period. This led to a broader discussion around commercial office space, vacancy rates, work patterns, and commute patterns in Orange County.

*SECTION 2: ORANGE COUNTY ECONOMY*. Director Hennessey began the discussion of Orange County's economy noting that while geographically small, the County's economy is mighty – 3rd most populous and 2nd most dense county in the state – "punching well above its weight economically."

Director Hennessey reviewed wealth indicators in the County depicted by per capita personal income and median household income. In 2023, per capita income in the County reached approximately $89,000, which reflects both high wage sectors and a relatively affluent population. He noted that Orange County's position above the state and national averages reflects its deep base of high-wage employment in sectors such as professional services, technology, and health care. Additionally, Orange County's median household income at $110,042 is the highest among the major Southern California counties, including Los Angeles, Riverside, and San Diego. Alongside wealth indicators Director Hennessey reviewed home prices in the County. The change/increase in median home prices in Orange County from June 2007 to March 2025 is notably higher than the major Southern California counties, including Los Angeles, Riverside, and San Diego.

The discussion of both wealth factors and home prices led to a discussion of commute patterns. Director Hennessey highlighted that there are a greater number of commuters from Los Angeles to Orange County than from Orange County to Los Angeles – underscoring the strength of the job market in the County but also reflective of home prices and affordability in Orange County.

*SECTION 3: AGENCY UPDATE*. CEO Johnson's agency update provided an opportunity to review ridership trends with S&P. He highlighted that adjustments and growth to the bus system and routes has led to an adjustment/increase in ridership. S&P noted that OCTA's total system ridership changes from the pandemic levels were higher than that of its regional peers. CEO Johnson also noted in discussion of the FY 2025-26 Budget that additional OC Bus service will be implemented to meet increasing demand.

The Caltrans I-5 managed lanes project was also discussed in depth with S&P particularly focused on the state-managed project. CEO Johnson emphasized that while Caltrans is managing the project, OCTA is committed to ensuring the success of the project delivery and implementation.

The 241/91 Express Connector project was presented in detail, S&P inquired on the details of the Master Agreement and Operating Agreement and CEO Johnson noted that the agreement terms are mostly worked out with policy issues being the primary open areas. Kirk Avila confirmed that the overall agreement was thoroughly thought through with the key objective to ensure "that there will be no impact to the 91 Express Lanes or 91 General Purpose Lanes as a result of the project."

In his concluding remarks on the FY 2025-26 Budget, CEO Johnson summarized the budget priorities, including continued investment in zero-emission buses, stable operations for the 91 Express Lanes and new 405 Express Lanes, modest increases in bus and rail services, and ongoing delivery of M2 commitments, ensuring that voter promises are being met. The discussion of the FY 2025-26 Budget prompted further discussion with S&P regarding federal funding risk and funding uncertainty at the federal and state level.

*SECTION 4: MEASURE M PROGRAM*. CFO Oftelie presented the M2 program updates to S&P with the context that in February 2025 CFO Oftelie also presented in detail to S&P on the M2 sales tax program to secure a rating on the Measure M Refunding Bonds.

During CFO Oftelie's discussion of the M2 program updates, S&P inquired further about Metrolink. CFO Oftelie's update provided an overview of some of the challenges with Metrolink to ensure the long-term sustainability of Metrolink primarily driven by ridership. S&P was most interested in the Measure M2 contribution to Metrolink. CFO Ofelie noted that the primary goal is to increase ridership and a longer-term funding plan could be utilized if needed. Though, CFO Oftelie confirmed that any long-term funding plan would not limit OCTA's ability to deliver the M2 Program in full.

CFO Oftelie also discussed OCTA's sales tax forecast methodology which entails receiving short term forecasts from MuniServices, and long-term forecasts from UCLA, Cal State Fullerton, and Chapman University, of which OCTA uses the average. S&P found the M2 sales tax revenue forecasting methodology to be thoughtful and appreciated seeing the year over year forecast, which reflected slow but positive, consistent growth and underscored the program's projected long-term "Stability and Strength". S&P made the linkage that the M2 sales tax growth forecasts are reflective of the broader economic conditions Director Hennessey highlighted in his discussion.

*SECTION 5: EXPRESS LANES PROGRAMS*. Kirk Avila provided a briefing on the Express Lanes Programs focusing primarily on the 91 Express Lanes given S&P does not provide a rating on the 405 Toll Revenue TIFIA Loan debt. Traffic volumes and toll revenues on the 91 Express Lanes were reviewed with S&P – highlighting the continued growth in utilization and operations. As with Moody's, Mr. Avila led a detailed discussion of the days and time in which the growth has occurred on the 91. Given the growth reflects flexibility in work schedules and higher traffic volumes away from peak commute times, S&P engaged in further discussion on remote work environments and the impact on traffic patterns.

*SECTION 6: DEBT PROGRAMS*. Robert Davis began his presentation by briefing the S&P analysts on the success of the Measure M Refunding Bond transaction that priced and closed in March 2025. In the context of that transaction, S&P upgraded the Measure M sales tax credit to "AAA." Other successes of the transaction that Mr. Davis highlighted were: i) achieving net present value savings of $10.5 million (or 4.3%), ii) eliminating federal sequestration risk through the refunding of the 2010 BABs; and iii) improving bondholder protection by adjusting the additional bonds test from 1.3x to 2.0x. Mr. Davis concluded his remarks by reviewing OCTA's liquidity profile and cash balance of $3.2 billion as of June 30, 2025. "Stability and Strength" is more than apparent in OCTA's debt and treasury profile.

## 4. OTHER MEETINGS

Themes evident in discussions with the rating analysts relative to OCTA, its projects and programs, and the broader economic environment were also evident through discussions with OCTA's business partners. Notably, the theme of "Strength and Stability" was apparent throughout dialogue during meetings relative to OCTA's short-term portfolio, Measure M debt program, and 405 Express Lanes operations.

### MEETING WITH METLIFE:

MetLife was represented by Scott Pavlak (Portfolio Manager, Head of Short Duration Fixed Income), Erin Klepper (Portfolio Specialist, Short Duration Fixed Income), John Palphreyman (Portfolio Manager, Short Duration Fixed Income) and David Wheeler (Credit Sector Strategist). The MetLife representatives provided a short-term market update, focusing on Federal Reserve policy, treasury supply, and expectations for the future direction of short-term interest rates. MetLife also presented the performance of the short duration portfolio managed on behalf of OCTA.

### MEETING WITH BOFA:

BofA was represented by banking team members Kevin O'Brien, Managing Director, Relationship Manager, Bryon Rockwell, Managing Director, Co-Head of Western Region Public Finance Group, and Kirubiel Ayele, Director, Quantitative & Sales Tax Specialist. Joining the banking team were Sandra Brinkert, Senior Vice President, Credit and Investor Strategies, Brendan Troy, Managing Director, Lead Fixed Rate Underwriter, and Kirsten Adelhock, Director, Head of Marketing.

Given BofA's recent role serving as senior managing underwriter on the Measure M Refunding Bonds earlier this year, the discussion with BofA focused on investor marketing activities, the pricing and underwriting process, and overall success of the transaction. By way of reference, the Measure

M Refunding Bonds refunded OCTA's outstanding Build America Bonds and due to marketing efforts, the Measure M high credit ratings (at AAA (S&P) and AA+ (Fitch)), and the market environment at pricing, OCTA secured net present value savings that exceeded the savings target established by the Board and overall saving expectations. BofA provided a thoughtful discussion of the investor outreach and pricing process – highlighting key milestones of the transaction that led to the overall success of the transaction. Board members and staff were highly engaged in the discussion.

### MEETING WITH STANTEC:

Stantec was represented by Sheldon Mar, (Project Manager), Rick Gobeille (Principal in Charge), Adam Mangano-Drenkard (Technical Lead), and Shanay Patel (Transportation Planner). The Stantec representatives presented detailed slides and data in connection with the updated traffic and revenue study on the 405 Express Lanes that was finalized earlier this year. OCTA representatives and Stantec representatives discussed dynamics associated with traffic patterns on certain days of the week and at certain times – reflecting a shift in work and commute schedules.

## 5. CONCLUSION

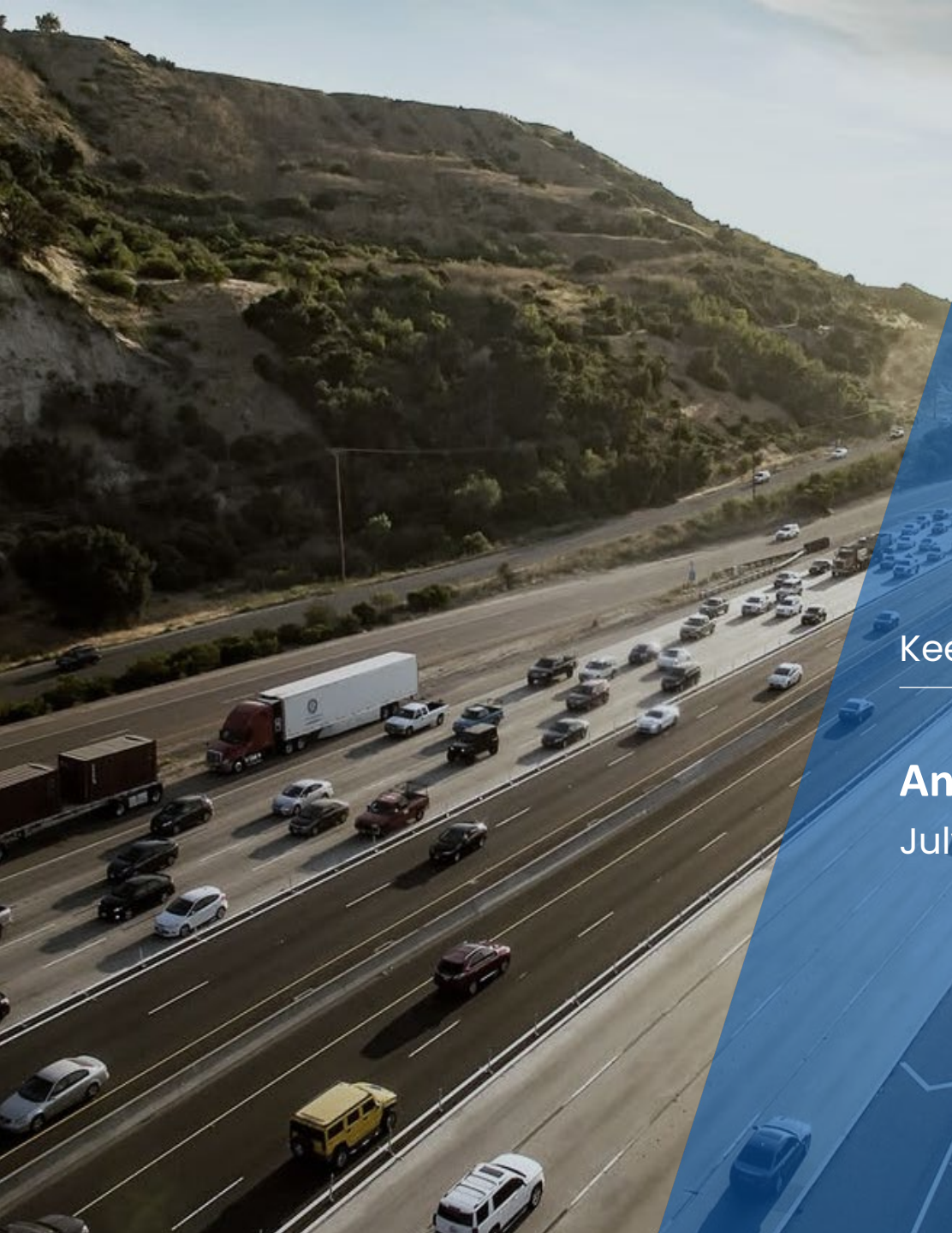
The success of the July 2025 Credit Update is reflective of the relentless "Stability and Strength" of the OCTA organization supported by the leadership of Chair Chaffee, Vice Chair Federico, and Director Hennessey, and the dedication and commitment of the OCTA staff. The comprehensive and transparent July 2025 Credit Update provided valuable information to the rating agencies – information that cannot necessarily be gleaned from publications, reports, and data. The value of the annual in-person dialogue cannot be understated, which over the years has fostered long-standing relationships with the rating agency credit analysts that OCTA is afforded today.

Respectfully Submitted by KNN Public Finance, LLC:



MELISSA SHICK | MANAGING DIRECTOR
PHONE: 510.208.8226| EMAIL: MSHICK@KNNINC.COM

**ATTACHMENT B**



# ORANGE COUNTY TRANSPORTATION AUTHORITY

Keeping Orange County Moving Safely

## Annual Credit Presentation

July 2025

OCTA

# PRESENTATION PARTICIPANTS

## ORANGE COUNTY TRANSPORTATION AUTHORITY



**Doug Chaffee**
Chair



**Jamey M. Federico**
Vice Chair



**Michael Hennessey**
Committee Chair
Finance and Administration



**Darrell E. Johnson**
Chief Executive Officer



**Andrew Oftelie**
Chief Financial Officer



**Kirk Avila**
General Manager
Express Lanes Programs



**Robert Davis**
Treasury and Public Finance Manager

## MUNICIPAL ADVISOR

KNN public finance

**Melissa Shick**
Managing Director




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.02 Orange County Economy

.03 Agency Update

.04 Measure M Program

.05 Express Lanes Programs

.06 Debt Programs

# EXECUTIVE SUMMARY

- Leadership is stable with continuity among Board members and Executive staff
- Orange County economy continues to support strong underlying credit fundamentals; M2 sales tax receipts have increased 36% since the pandemic, reinforcing the program's stability despite recent softening in year-over-year growth
- FY 2025-26 budget of $1.7 billion allows for the continuation of essential transportation improvements while responsibly planning for a balanced and sustainable transportation future for Orange County
- Continuation of Measure M2 projects with all projects on track to meet voter commitments
- 91 Express Lanes Program continues to meet the objectives of maximizing throughput in the corridor while meeting all financial commitments
- I-405 Improvement Project is complete; 405 Express Lanes began operations in December 2023 and are performing ahead of early operational benchmarks
- Debt service coverage ratios remain strong for all OCTA debt programs







# .01 Orange County Transportation Authority



# THE AGENCY

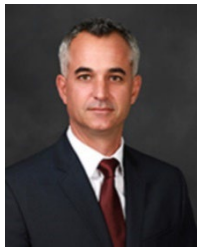
- Orange County's regional transportation agency created in 1991
- Governed by an 18-member Board of Directors
- Multi-modal focus
- Programs and services include:
  - » Administer Measure M2
  - » Freeways
  - » 91 and 405 Express Lanes
  - » Streets and Roads
  - » Bus and Paratransit
  - » Metrolink Commuter Rail
  - » Los Angeles – San Diego – San Luis Obispo Rail Corridor services
  - » Environmental Programs
  - » Motorist Services
  - » Active Transportation



# 2025 BOARD OF DIRECTORS



**Doug Chaffee**
Chair



**Jamey M. Federico**
Vice Chair

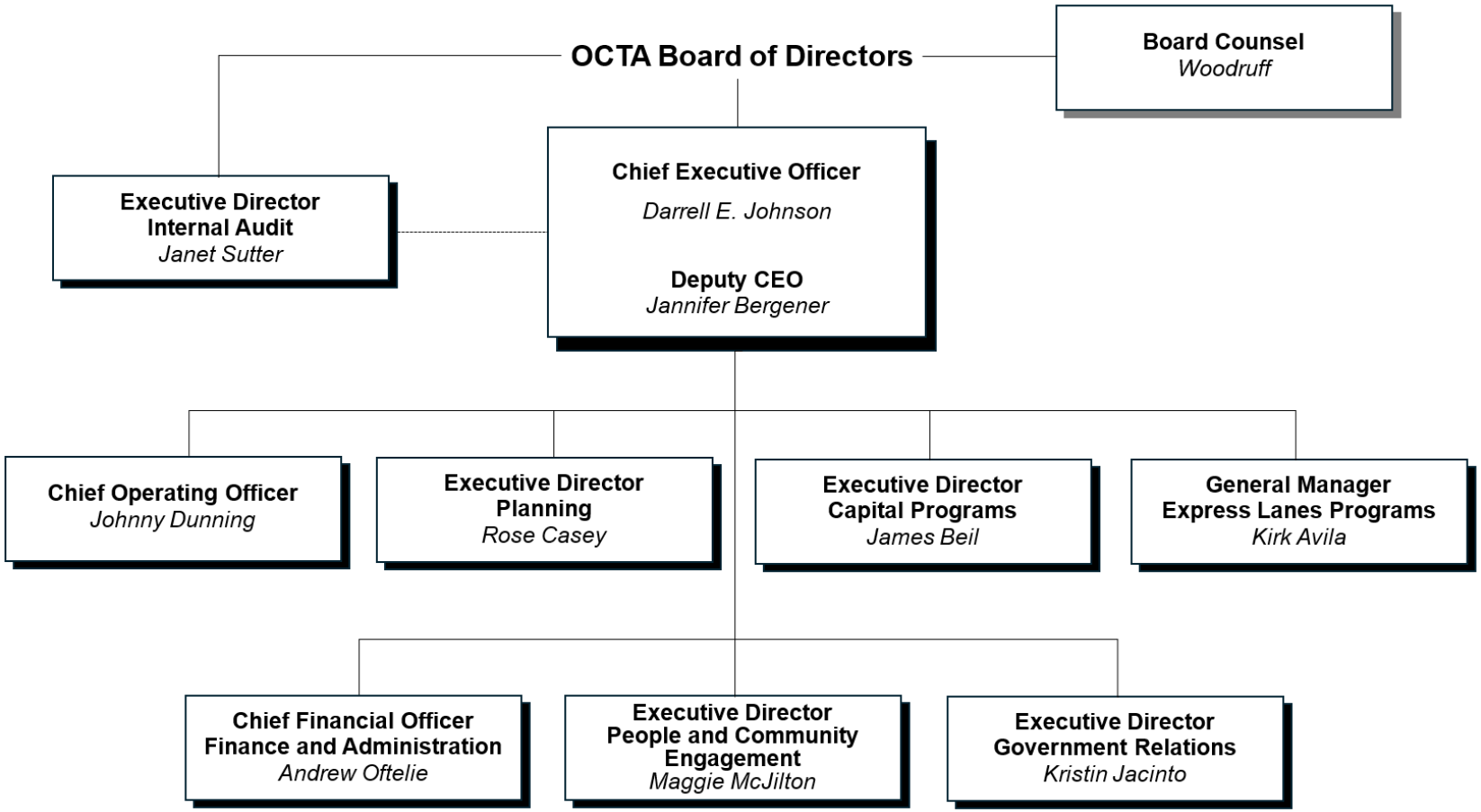


**Michael Hennessey**
Committee Chair
Finance and Administration

| | |
|---|---|
| » Valerie Amezcua | City Council, City of SantaAna |
| » Katrina Foley | Board of Supervisors, Orange County |
| » William Go | City Council, City of Irvine |
| » Patrick Harper | City Council, City of Fountain Valley |
| » Fred Jung | City Council, City of Fullerton |
| » Stephanie Klopfenstein | City Council, City of Garden Grove |
| » Carlos A. Leon | City Council, City of Anaheim |
| » Janet Nguyen | Board of Supervisors, Orange County |
| » Tam T. Nguyen | Public Member |
| » Vicente Sarmiento | Board of Supervisors, Orange County |
| » John Stephens | City Council, City of Costa Mesa |
| » Kathy Tavoularis | City Council, City of Orange |
| » Mark Tettemer | City Council, City of Lake Forest |
| » Donald P. Wagner | Board of Supervisors, Orange County |
| » Lan Zhou | Ex-Officio, California Department of Transportation |

# ORGANIZATIONAL STRUCTURE

## ORANGE COUNTY TRANSPORTATION AUTHORITY



# 2025 BOARD & CEO INITIATIVES



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

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




**Ensure Organizational Resiliency through Fiscal & Environmental Responsibility**

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




**Uphold Continued Excellence, Diversity, & Collaboration**

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

# 2025 GRAND JURY REPORT ON OCTA

## "It Takes a Lot to Keep us Moving"

An independent review of OCTA's operations, governance and financial management

### Strong Governance & Transparency

- Open, accessible Board meetings
- High standards of public accountability

### Sound Financial Stewardship

- Effective oversight of Measure M funds
- Responsible and transparent fiscal management

### Comprehensive Transportation Services

- Commended for managing a wide scope of multimodal transportation solutions

### Adaptability to Changing Mobility Patterns

- Acknowledged for efforts to adjust operations in response to pandemic-related shifts in travel behaviors

## AREAS FOR IMPROVEMENT:

- **OC Streetcar:** Concerns about cost, schedule and business impacts
- **Coastal Rail:** Limited ability to address infrastructure threats
- **Self-Insurance Posture:** Possible risk exposure noted

# COASTAL RAIL RESILIENCY:
# 4 PATHS TO PROTECTING SERVICE

## Emergency Rail Projects
*past projects*

- Erosion and bluff failures have forced more than 12 months of emergency rail closures through San Clemente since 2021
- **Completed Projects:**
  - » Ground anchors installed at Cyprus Shore
  - » Temporary barrier wall constructed at Casa Romantica
  - » Catchment wall constructed at Mariposa Point

## Coastal Rail Stabilization Priority Project
*immediate needs*

- OCTA identified four areas in immediate need of urgent action to maintain rail operations
- 5,900 tons of large boulders were placed to protect the track from coastal erosion under an Emergency Coastal Development Permit
- **Next Steps:**
  - » Sand placement; advance remaining emergency projects

## Coastal Rail Resiliency Study
*short- to mid-term solutions*

- Develop options to protect full 7 miles of the coastal rail line for up to 30 years
- **Next Steps:**
  - » Study expected to be completed in 2026

## Coastal Rail Solutions Study
*long-term solutions*

- State has agreed to lead a study that would explore options for long-term solutions, including potential rail line relocation
- **Next Steps:**
  - » OCTA will continue working with the State and key partners to explore and advance solutions that ensure the long-term viability of the rail line

# RESERVE POLICY

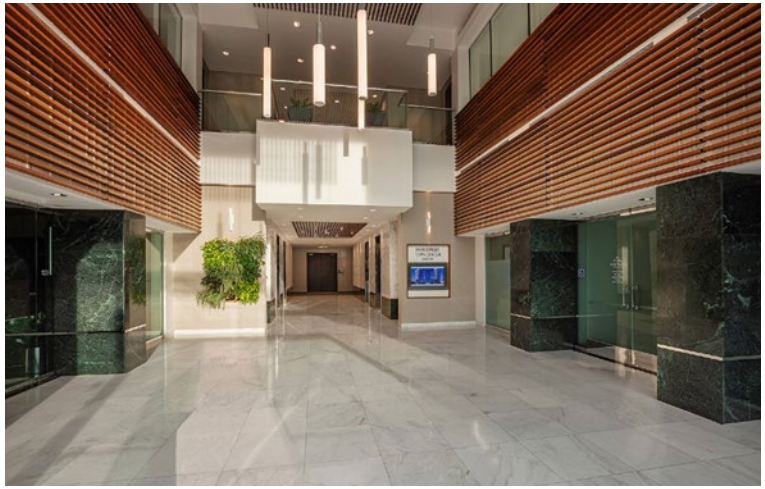
- OCTA has a history of maintaining reserves to mitigate the impacts of financial risks to the programs operated by the OCTA
- November 2019 OCTA Board formally adopted a Reserve Policy to mitigate impacts of financial risks to OCTA's programs
- OCTA operates three programs reliant on stable revenue sources and are most immediately impacted during periods of economic uncertainty
  - » Bus
  - » 91 Express Lanes
  - » Motorist Services
- To further OCTA's goal of setting aside reserves in times of economic growth to mitigate the impacts of future economic slowdowns, OCTA established a Long-Term Operating Reserve Fund for the Bus Program in 2022
- OCTA is also self-insured and maintains a General Liability Reserve to address potential claims
  - » In June 2025, OCTA increased the minimum General Liability Reserve from $7.1 million to $32.1 million to include $25 million for large, unpredictable claims



# NEW HEADQUARTERS ACQUISITION



- **Location:** 2677 North Main Street, Santa Ana (less than 1 mile from current HQ)
- **Purchase Date:** October 2024
- **Expected Move-in Date:** 2027
- **Total Cost:** $204.6 million over 30 years (includes purchase, improvements, operations)
- **Projected Savings:** $50 million (compared to leasing over the same period)



## WHY IT MATTERS:

» Ends decades of leasing

» Provides long-term financial stability

» Avoids future rent increases

» Supports operational efficiency

# .02 Orange County Economy










# ORANGE COUNTY HIGHLIGHTS

**3rd** most populous county in CA

**2nd** most dense county in CA

**Culturally** diverse communities

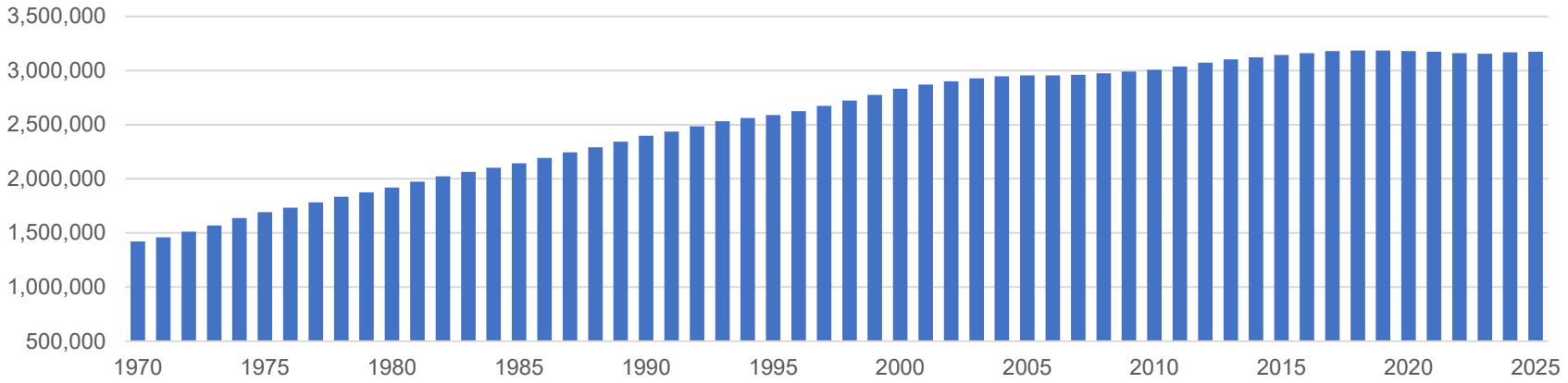
**Thriving** business economy and a well-educated work force

Home to a wide range of **tourist attractions**

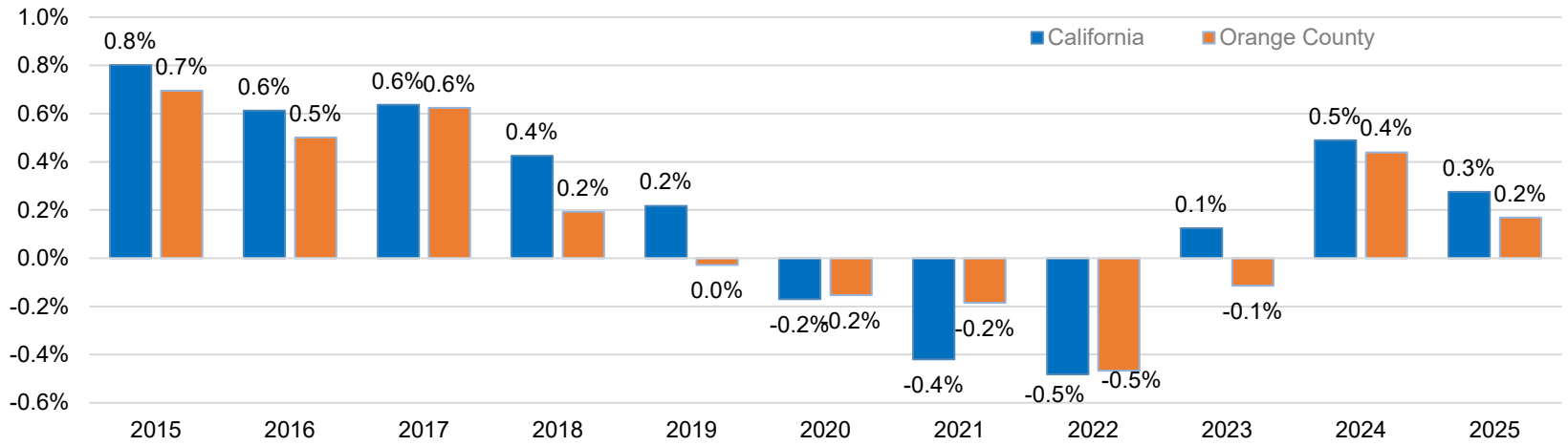


# ORANGE COUNTY POPULATION

## ORANGE COUNTY POPULATION (1970 – 2025)



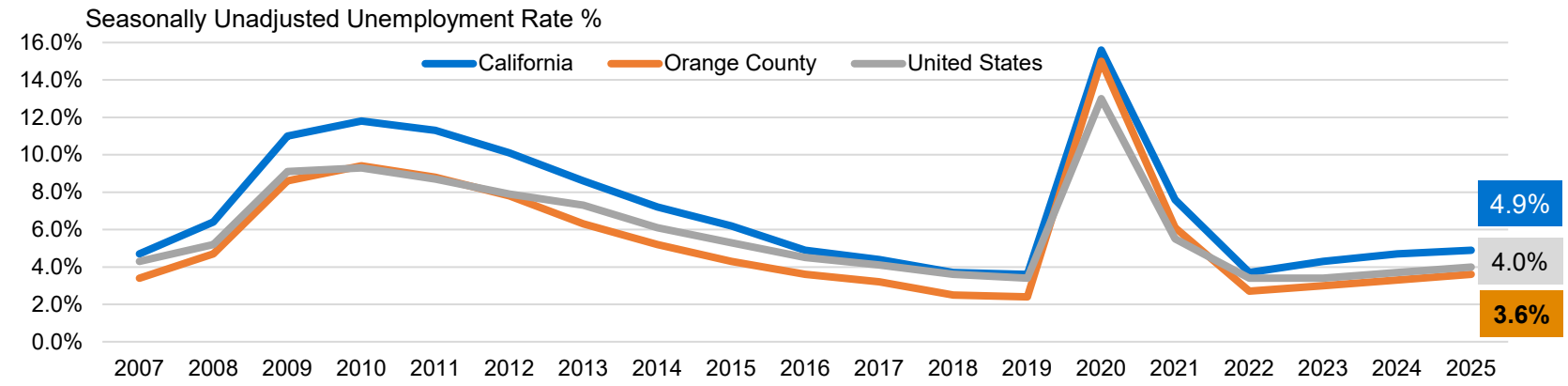

## ORANGE COUNTY POPULATION GROWTH RATES (2015 – 2025)




*Source: California Department of Finance. Note data is as of January 1 for each year listed.*

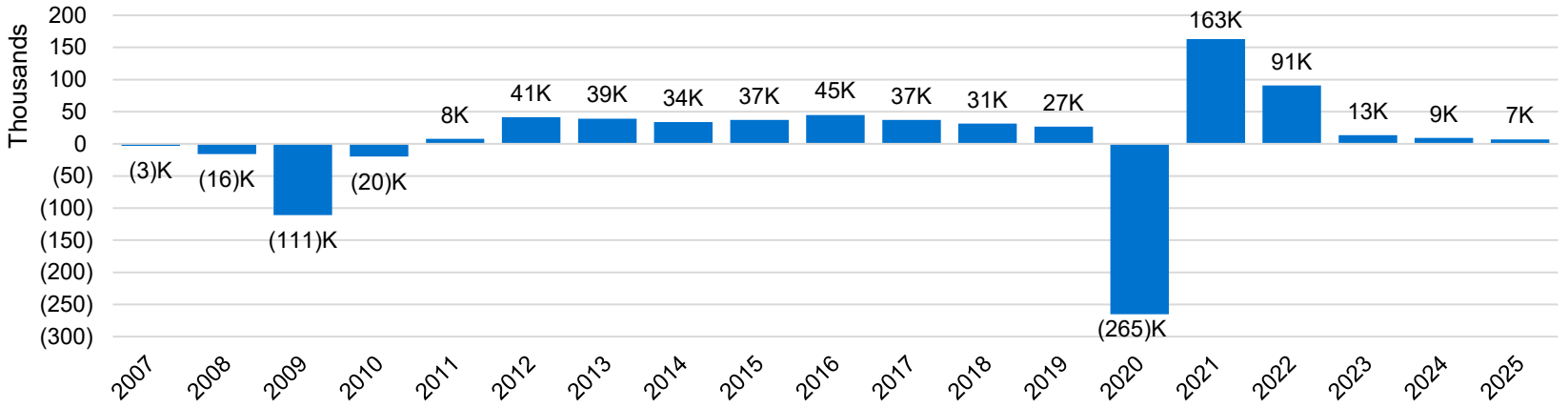
# EMPLOYMENT CHANGES

## UNEMPLOYMENT RATES (MAY 2007 - MAY 2025)




*Source: State of California Employment Development Department for Orange County and California; U.S Bureau of Labor Statistics, St. Louis Fed for US date.*

## ORANGE COUNTY NONFARM JOBS YOY CHANGE (MAY 2007 - MAY 2025)




*Source: State of California, Employment Development Department, Industry Employment & Labor Force by Month, not seasonally adjusted.*

# EMPLOYMENT CHANGES OVER THE PAST YEAR

| INDUSTRY | MAY 2024 | MAY 2025 | CHANGE YOY | CHANGE YOY (%) |
|---|---|---|---|---|
| Private Education & Health Services | 273,700 | 286,100 | 12,400 | 4.5% |
| Local Government | 120,500 | 125,300 | 4,800 | 4.0% |
| Other Services | 56,400 | 58,000 | 1,600 | 2.8% |
| Leisure & Hospitality | 236,000 | 237,500 | 1,500 | 0.6% |
| Trade, Transportation & Utilities | 258,400 | 257,100 | (1,300) | -0.5% |
| Professional & Business Services | 313,000 | 311,500 | (1,500) | -0.5% |
| Manufacturing | 155,300 | 153,000 | (2,300) | -1.5% |
| Financial Activities | 103,400 | 101,000 | (2,400) | -2.3% |
| Federal Government | 10,800 | 10,500 | (300) | -2.8% |
| Construction | 105,600 | 102,500 | (3,100) | -2.9% |
| State Government | 34,100 | 32,800 | (1,300) | -3.8% |
| Information | 21,700 | 20,600 | (1,100) | -5.1% |
| TOTAL NONFARM: | 1,688,900 | 1,695,900 | 7,000 | 0.4% |

*Source: State of California Employment Development Department*

# EMPLOYMENT COMPOSITION BY INDUSTRY

- County economy is not heavily concentrated in a single sector
  - » Largest non-governmental sectors are professional services, finance, education and health, and manufacturing
  - » National leader in job growth in the medical equipment and supplies manufacturing sector
- Education, Research, and Incubation
  - » Home of UC Irvine, CSU Fullerton, and Chapman University
- While not a dominant sector, the County remains one of the Top Tourism Destinations in the Country
  - » Orange County has benefitted from increases in domestic tourism and direct travel spending

## ORANGE COUNTY EMPLOYMENT BY INDUSTRY (MAY 2025)

| INDUSTRY | % OF EMPLOYMENT | ANNUAL WAGES (Q4 2024) |
|---|---|---|
| Professional & Business Services | 18.6% | $103,740 |
| Private Education & Health Services | 16.2% | $65,468 |
| Trade, Transportation & Utilities | 15.4% | $73,008 |
| Leisure & Hospitality | 13.8% | $39,052 |
| Manufacturing | 9.2% | $115,908 |
| Local Government | 7.1% | $79,352 |
| Construction | 6.2% | $103,376 |
| Financial Activities | 6.1% | $141,492 |
| Other Services | 3.3% | $51,116 |
| State Government | 1.9% | $105,716 |
| Information | 1.3% | $173,212 |
| Federal Government | 0.6% | $92,924 |

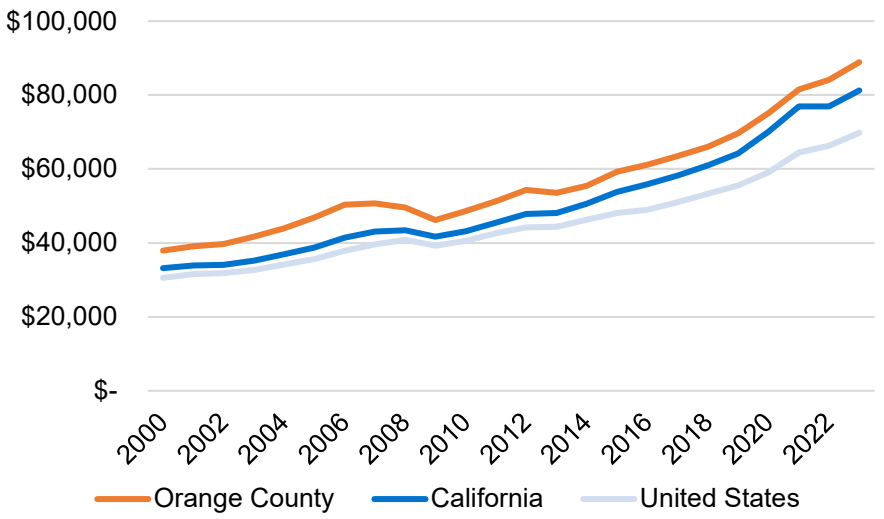
*Note: Percentages may not sum to 100% due to rounding.*

*Source: State of California, Employment Development Department, Industry Employment & Labor Force by Annual Average, March 2024 Benchmark.*

# WEALTH INDICATORS IN THE COUNTY

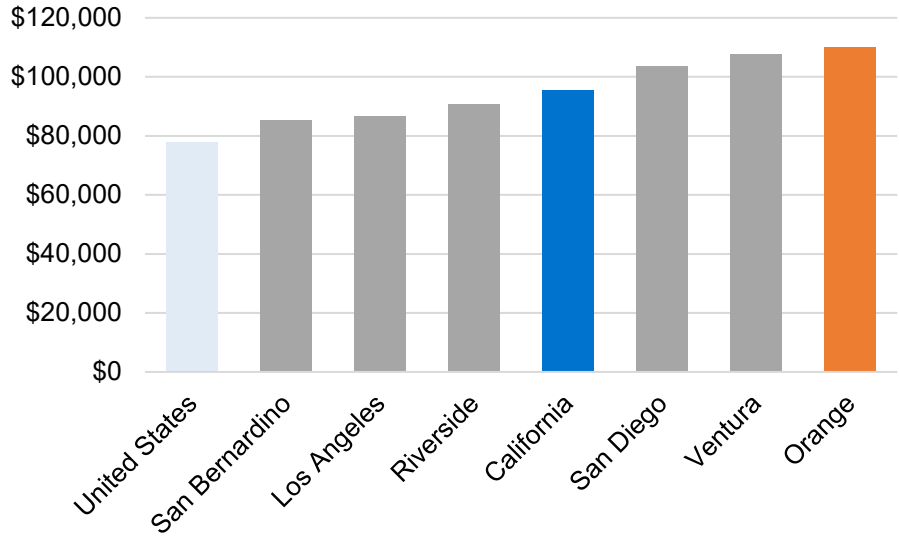
- Per capita personal income for the County was approximately $89,000 in 2023 –higher than the State and U.S. income figures
- The County's median household income of $110,042 compares favorably to other southern California counties

## PER CAPITA PERSONAL INCOME (UNADJUSTED)




*Source: U.S. Bureau of Economic Analysis*

## MEDIAN HOUSEHOLD INCOME (2023 INFLATION ADJUSTED DOLLARS)

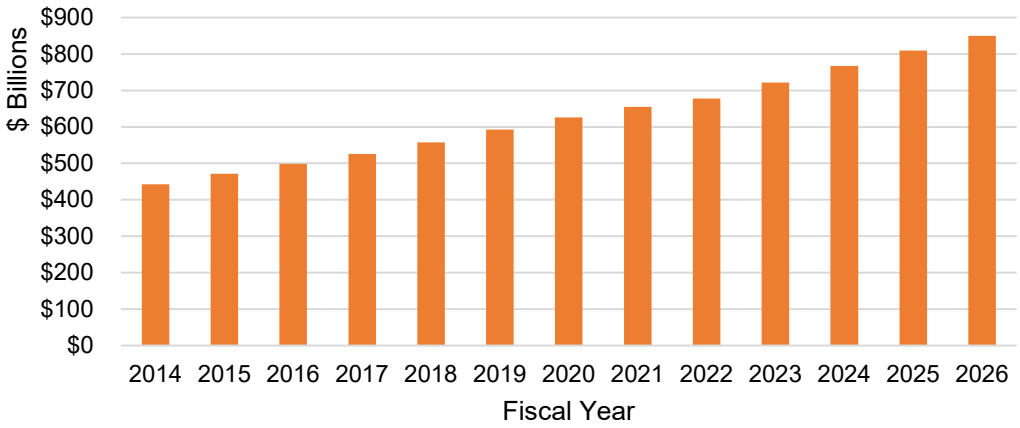



*Source: US Census Bureau, ACS 1-Year Estimates Subject Tables*

# ASSESSED VALUE

- Consistent growth in AV
  - » Compound annual growth rate of 5.4% over last 10 years
- Diversified property tax base
  - » Top five taxpayers generate 4.4% of secured property taxes
  - » Top 20 taxpayers only 5.5% of secured property taxes

## ORANGE COUNTY NET TAXABLE ASSESSED VALUATION




*Source: Orange County Assessor Department.*

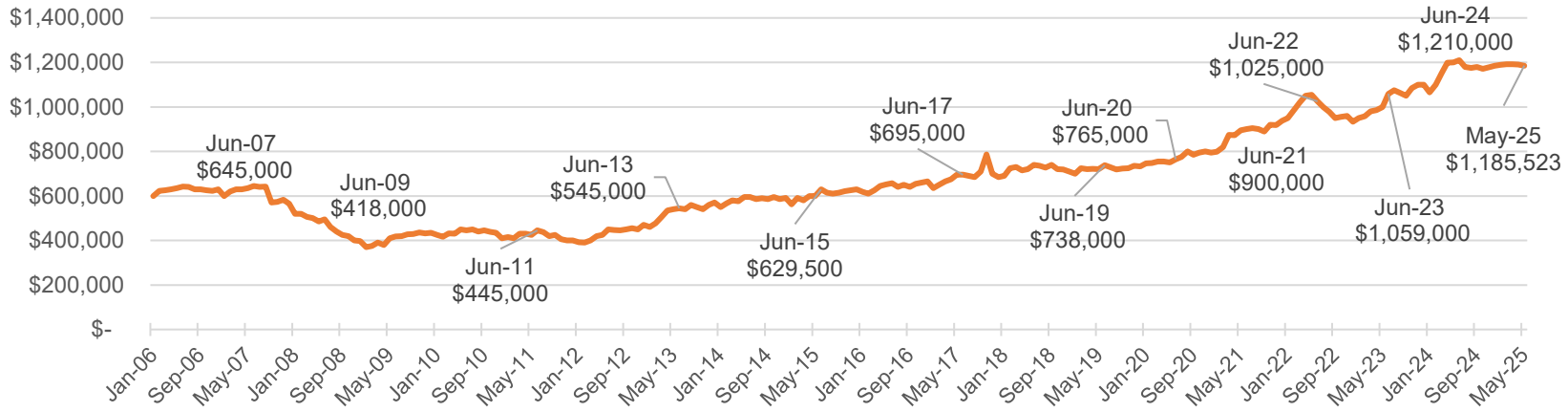
## FY 2025 TOP 5 SECURED TAXPAYERS (PROPERTY TAX)

| TAXPAYER[1] | SECURED TAX CHARGE | % OF TAXES[2] |
|---|---|---|
| Irvine Company | $ 201,657,744 | 2.2% |
| Walt Disney Parks & Resorts US | 85,719,904 | 0.9% |
| Southern California Edison Company (Edison International) | 74,319,431 | 0.8% |
| Sempra Energy (SDG&E, So. Cal Gas) | 24,009,746 | 0.3% |
| United Laguna Hills Mutual (Laguna Woods) | 14,913,313 | 0.2% |
| TOTAL: | $ 400,620,138 | 4.4% |

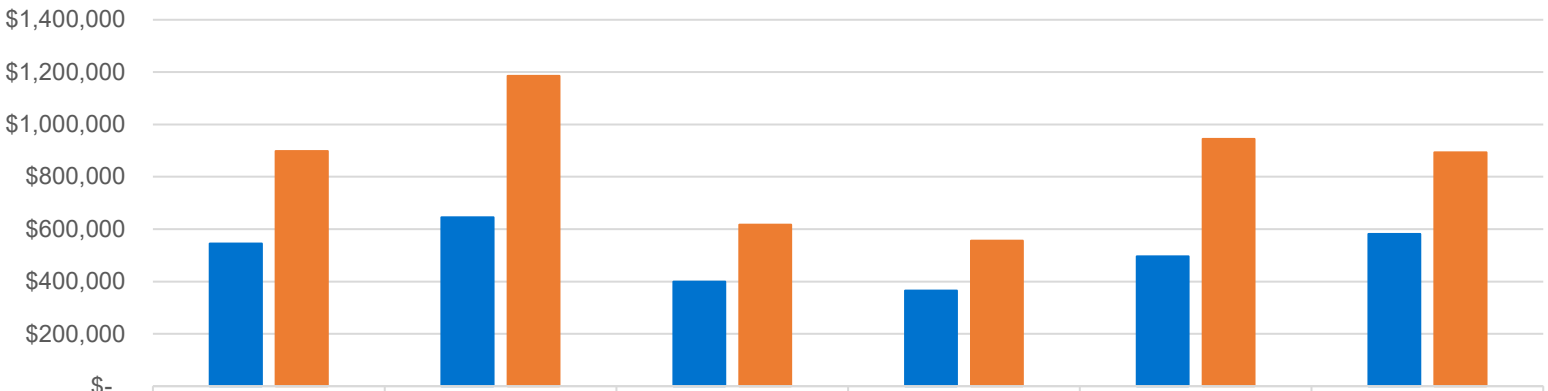
[1]*Taxpayers are grouped under a parent, if identifiable.*
[2]*Percentages calculated based on Total Secured Taxes of $9,193,248,143 (as of January 21, 2025).*
*Source: County of Orange Treasurer-Tax Collector.*

# HOME PRICES AT HISTORIC LEVELS

## ORANGE COUNTY MONTHLY MEDIAN PRICES




## CHANGE IN HOME VALUES FROM MARKET PEAK




| | Los Angeles | Orange | Riverside | San Bernardino | San Diego | Ventura |
|---|---|---|---|---|---|---|
| June 2007 Median Price | $545,000 | $645,000 | $400,000 | $365,000 | $495,500 | $582,000 |
| May 2025 Median Price | $898,171 | $1,185,523 | $617,022 | $555,726 | $945,139 | $893,471 |

*Source: CoreLogic through September 2024 (data discontinued thereafter); Zillow from October 2024 to May 2025*

# ECONOMIC DEVELOPMENT PROJECTS






## OCVIBE "REDEFINING THE DOWNTOWN EXPERIENCE FOR ORANGE COUNTY"

- **Residential:** 1,500+ modern residences & affordable homes
- **Commercial:** 1M square feet of new office space & 520 new hotel rooms
- **Dining & Entertainment:** 35+ restaurants, Market Hall, Theater, Concert Hall, Honda Center
- **Recreation:** 20 acres of parks & 3 miles of walking trails

## OC RIVERWALK PROJECT

- **River Recharge & Embankments:** Creates two waterfronts along the OC River Walk trail while establishing a flood control facility
- **Pedestrian/Bicycle Bridge:** Connects both sides of the river trail
- **Trail Extensions & Expansion:** Connects gaps between segments of the paved Santa Ana River Trail
- **Arts & Education:** Incorporates public art & education elements throughout

# ECONOMIC DEVELOPMENT PROJECTS






## DISNEYLAND FORWARD

- **Project:** An approved development plan for Disney properties around its Anaheim theme parks
- **Development:** Additional theme park attractions, shopping, dining, entertainment, and parking – no new hotel rooms will be developed
- **Disney Investment in Community:** Infrastructure improvements to Magic Way ($40M), affordable housing ($30M), parks ($8M), street & sewer ($45M) in addition to $1.9BN investment in Anaheim over 10 years

## DANA POINT HARBOR REVITALIZATION

- **Commercial:** Restaurants, retail, and parkscapes including picturesque public spaces for year-round education, activities and entertainment.
- **Marina:** Construction and reconfiguration of all docks and slips to include state of the art technology
- **Hotels:** Two new, world-class hotels developed and built by R.D. Olson Development, including a 4-star upscale full-service hotel and a 3-star affordable hotel providing more relaxed style accommodations

# .03 Agency Update



# OCTA UPDATES

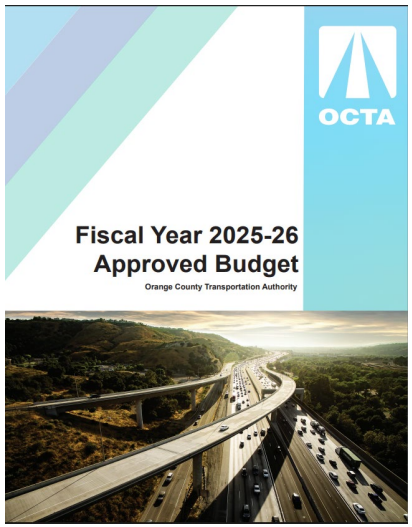
- PROJECT UPDATES
  - » OC Streetcar
  - » OC Bus
  - » Freeway Improvements
  - » Future Managed Lanes

STATE ROUTE 55 IMPROVEMENT PROJECT
FROM INTERSTATE 405 TO INTERSTATE 5

OC STREETCAR

OC BUS

- FY 2025-26 APPROVED BUDGET



# OC STREETCAR UPDATE





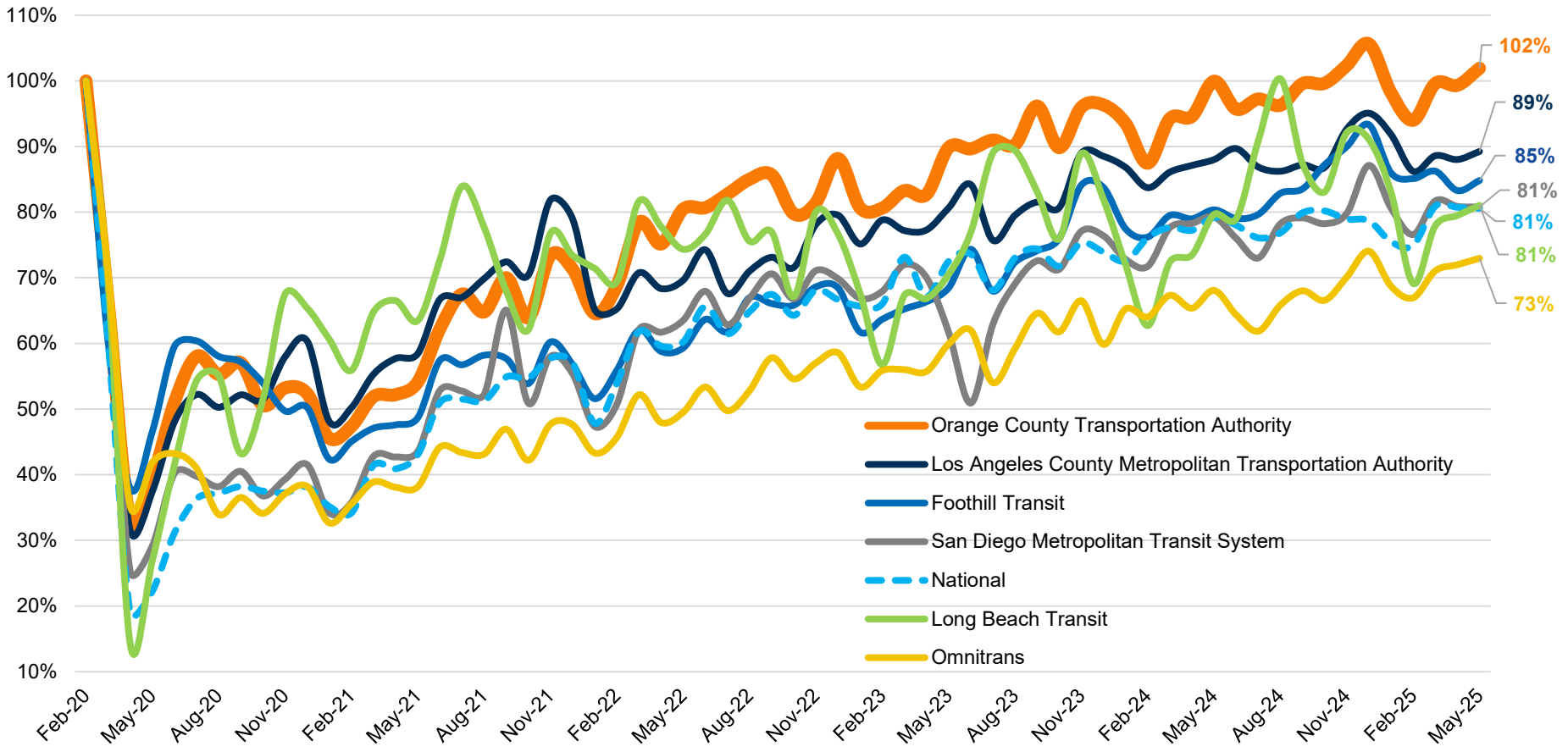


## OC STREETCAR VEHICLES ARRIVE IN SANTA ANA

- Orange County's first **modern, electric streetcar**
- **Zero-emission** transit option
- **4-mile** route between the Santa Ana Regional Transportation Center and Harbor Boulevard in Garden Grove
- Connects with **Metrolink** rail service, **regional and international bus services**, and **OC Bus** routes
- Testing is set to begin in coming weeks
- Service expected to launch in **spring 2026**

# OC BUS RIDERSHIP TRENDS

## RIDERSHIP CHANGES TOTAL SYSTEM
## (FEBRUARY 2020 TO MAY 2025 | UNLINKED PASSENGER TRIPS)




*Source: National Transit Database (NTD)/ American Public Transportation Association (APTA)*

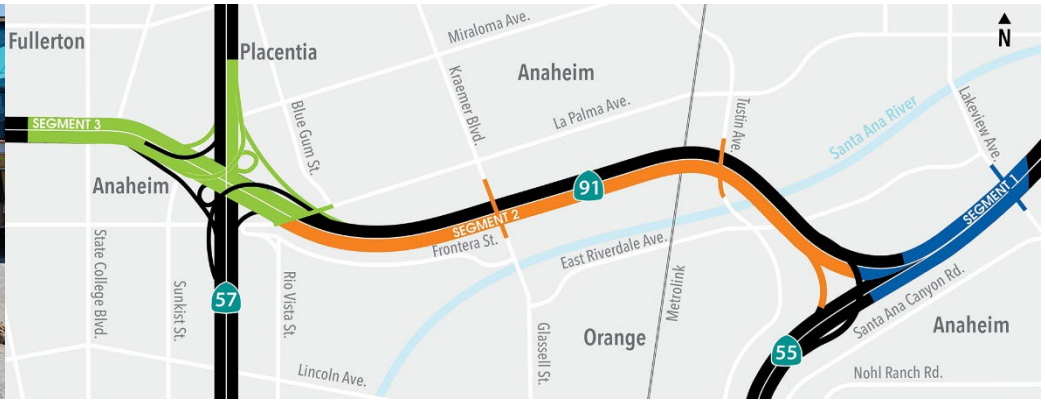
# FREEWAY UPDATES

## SR-91 (SR-57 TO SR-55) IMPROVEMENTS

### GROUNDBREAKING CEREMONY




### PROJECT AREA




CALIFORNIA 91 IMPROVEMENT PROJECT SR-57 to SR-55

**octa.net/91Improvements**

## SCOPE:

- New direct on-ramp from Lakeview Avenue to SR-55
- Added eastbound lane between SR-55 and SR-57
- Improved westbound SR-91 to southbound SR-57 connectors
- Reconstruction of Lakeview Ave., Kramer Blvd., Tustin Ave. and La Palma Ave. overcrossings

## STATUS:

- 2030 anticipated completion

# FREEWAY UPDATES (CONT.)

## SR-55 (I-405 TO I-5) IMPROVEMENTS









- **Scope:** Second carpool lane in each direction, one regular lane in each direction, auxiliary lanes
- **Status:** 2027 anticipated completion

CALIFORNIA 55 IMPROVEMENT PROJECT I-405 to I-5

octa.net/SR55South

## I-605/KATELLA AVENUE INTERCHANGE




- **Scope:** Modifying ramps, closing gaps, enhancing sidewalks, constructing curb ramps, installing new signage, crosswalk pavement markings
- **Status:** Construction underway

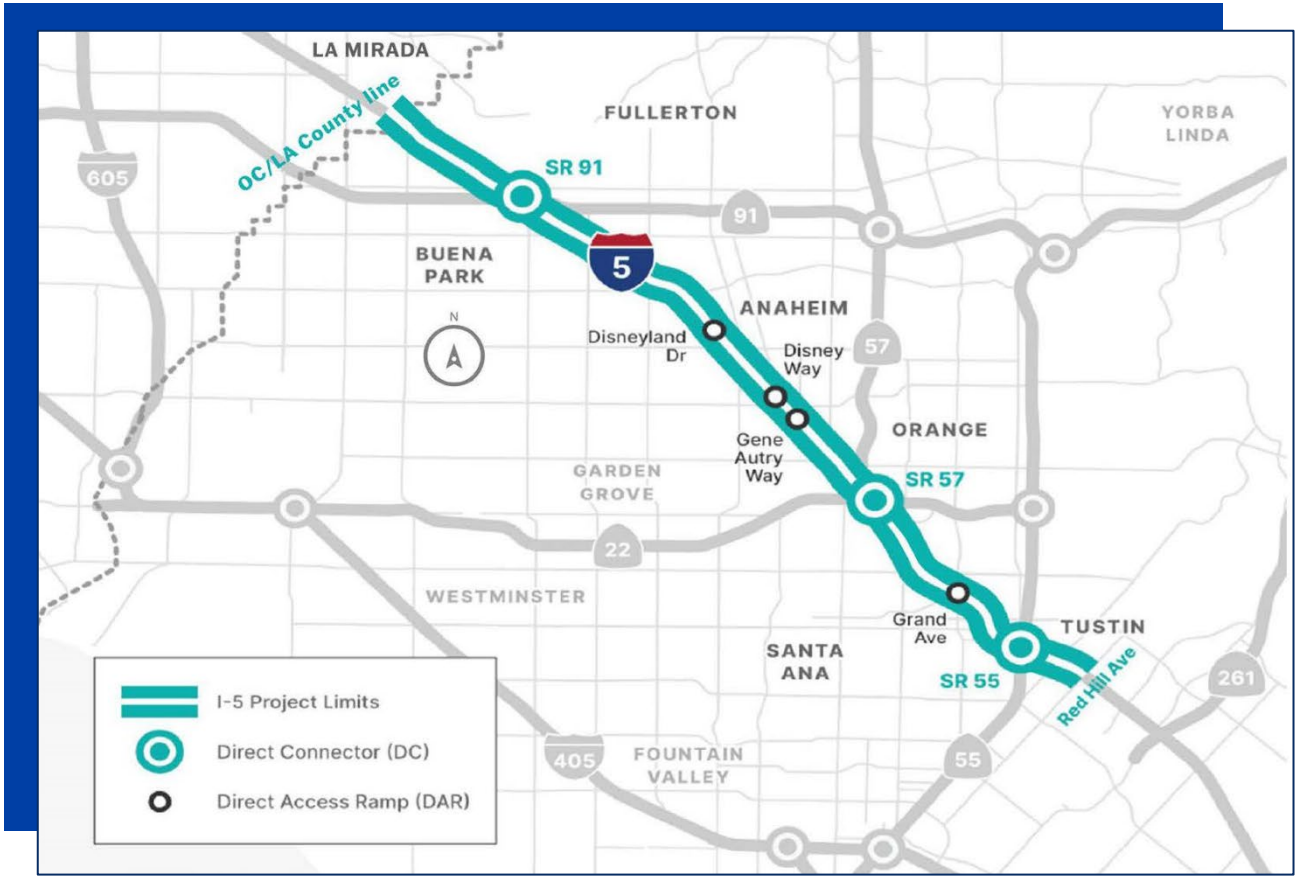
I-605 | Katella INTERCHANGE
Safer. Smarter. Smoother.

octa.net/I605Katella

# CALTRANS: I-5 MANAGED LANES PROJECT

## CALTRANS: I-5 MANAGED LANES
### RED HILL AVENUE TO OC/LA COUNTY LINE

- 15-mile section between Red Hill Ave. (south of SR-55) to L.A. County line
- **Purpose:** Address HOV degradation



# 241/91 EXPRESS CONNECTOR UPDATE

- Direct toll connector to/from the 91 Express Lanes that's funded and operated by the Transportation Corridor Agencies
- Estimated costs are at $524 million (2024 dollars) and operating term runs to 2067
- What's needed to move forward:
  - » Agreement on policy issues for Master Agreement and Operating Agreement
  - » Board of Directors approval from respective agencies and letter of consent from OCTA
  - » Public Hearing and California Transportation Commission approval for tolling authority
  - » Toll Facilities Agreement between the Transportation corridor Agencies and Caltrans
- Construction expected to commence in early 2026

The Toll Roads of Orange County






# FY 2025-26 BUDGET THEMES

## Guarded Economic Outlook

- Sales tax receipts softening
- Budget uncertainty at state level
- Some federal funding uncertainty
- Preserving healthy reserve balances

## Sustainable & Resilient Priorities

- Ongoing zero-emission bus and infrastructure investment
- Continuing coastal rail resiliency planning and project implementation

## Consistent Express Lanes Operations

- 91 Express Lanes continues meeting commitments
- 405 Express Lanes continues meeting commitments

## Expanded Transit Offerings

- Additional OC Bus service to meet increasing demand
- Commencing OC Streetcar revenue service activities
- Continuing Metrolink rail service

## Delivering on Measure M2 Commitment

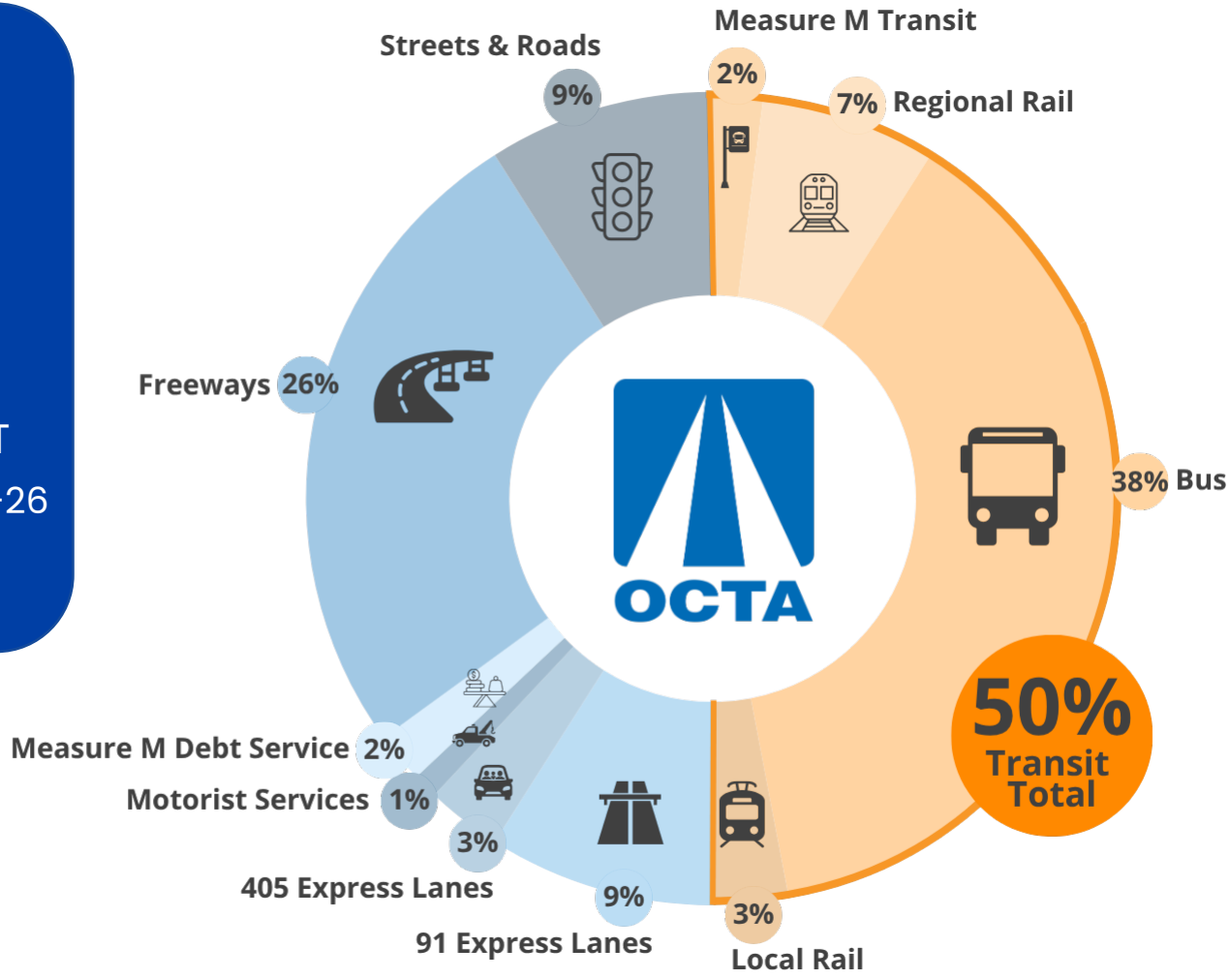
- M2 Next 10 Delivery Plan programs and projects on track as promised
- Formula & competitive programs continue to support needs of cities and County

# FY 2025-26 BUDGET BY PROGRAM

**$1.75 BILLION**

BALANCED BUDGET

For Fiscal Year 2025-26



# .04 Measure M Program






# BACKGROUND ON MEASURE M PROGRAMS

## MEASURE M2: 2011-41

- Renewed by voters in 2006 for 30 years
- Began collection in 2011 with $4.4 billion collected through FY 2024
- $14.0 billion program
- Leveraged $3.9 billion to date in external revenues

## MEASURE M1: 1991-2011

- Successful implementation
- Delivered more than $4 billion in transportation improvements
- Leveraged $1.2 billion in external revenues

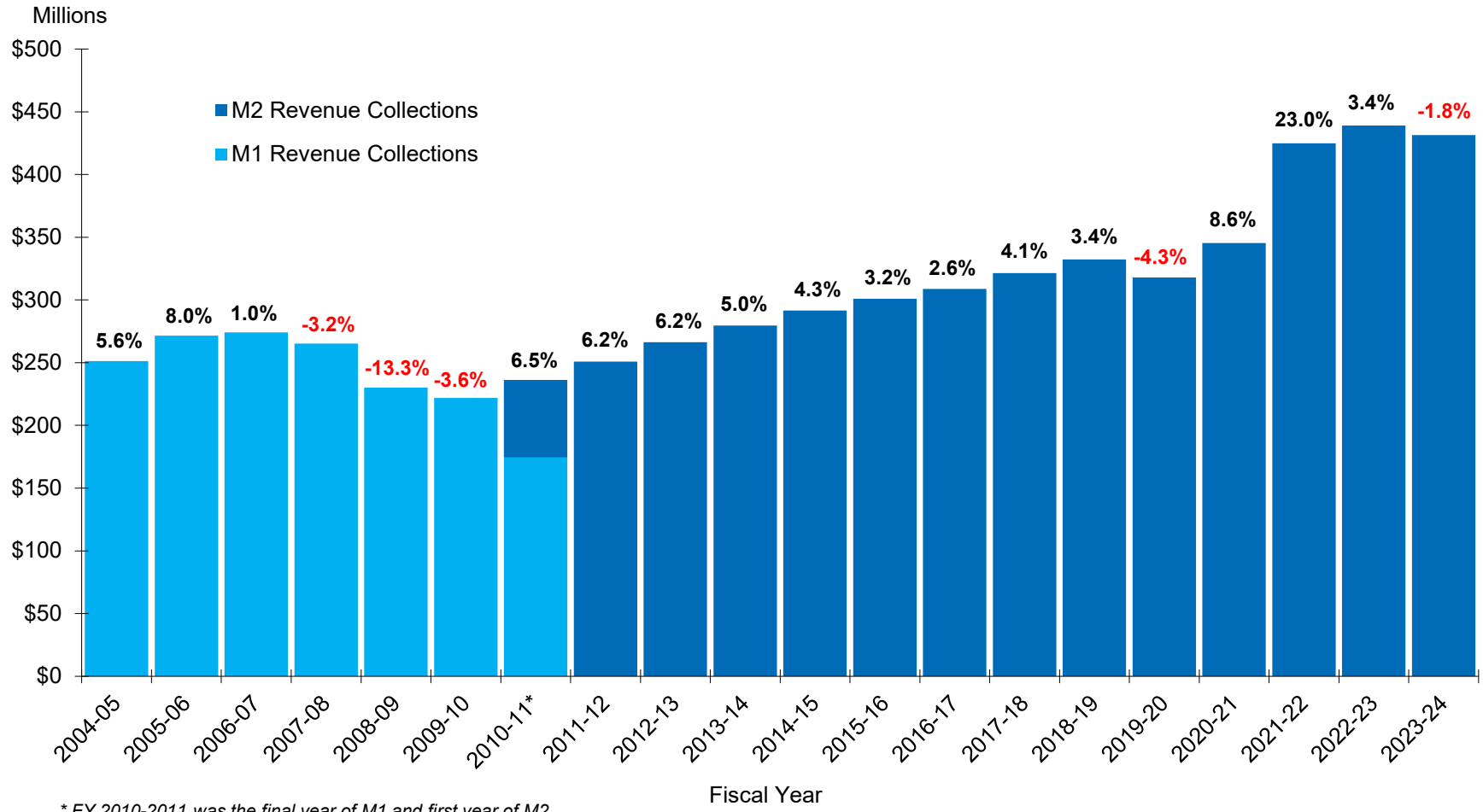


# MEASURE M2 PROGRAM UPDATE

- Sales tax receipts for FY 2024 decreased by -1.8% to $431 million
- FY 2025 sales tax unlikely to meet budget rate of 3.3%
  - » M2 sales tax collections have been unpredictable on a quarterly basis
  - » Sales tax collections for quarter ending March 2025 decreased by -1.5%
  - » Fiscal-year-to-date collections are flat compared to the same period last fiscal year
- Board adopted updated Next 10 Plan in November 2024
  - » FY 2024 M2 sales tax forecast estimated to be $14.0 billion for 30 years
  - » M2 expenditure forecast incorporates higher short-term inflation
  - » No additional debt issuances planned through 2041
  - » Metrolink long-term sustainability continues to be a risk if ridership does not improve
  - » The M2 Program continues to be deliverable
- Taxpayer Oversight Committee determined that Measure M is being delivered as promised to Orange County voters for the 34th consecutive year

# HISTORICAL MEASURE M2 SALES TAX COLLECTIONS

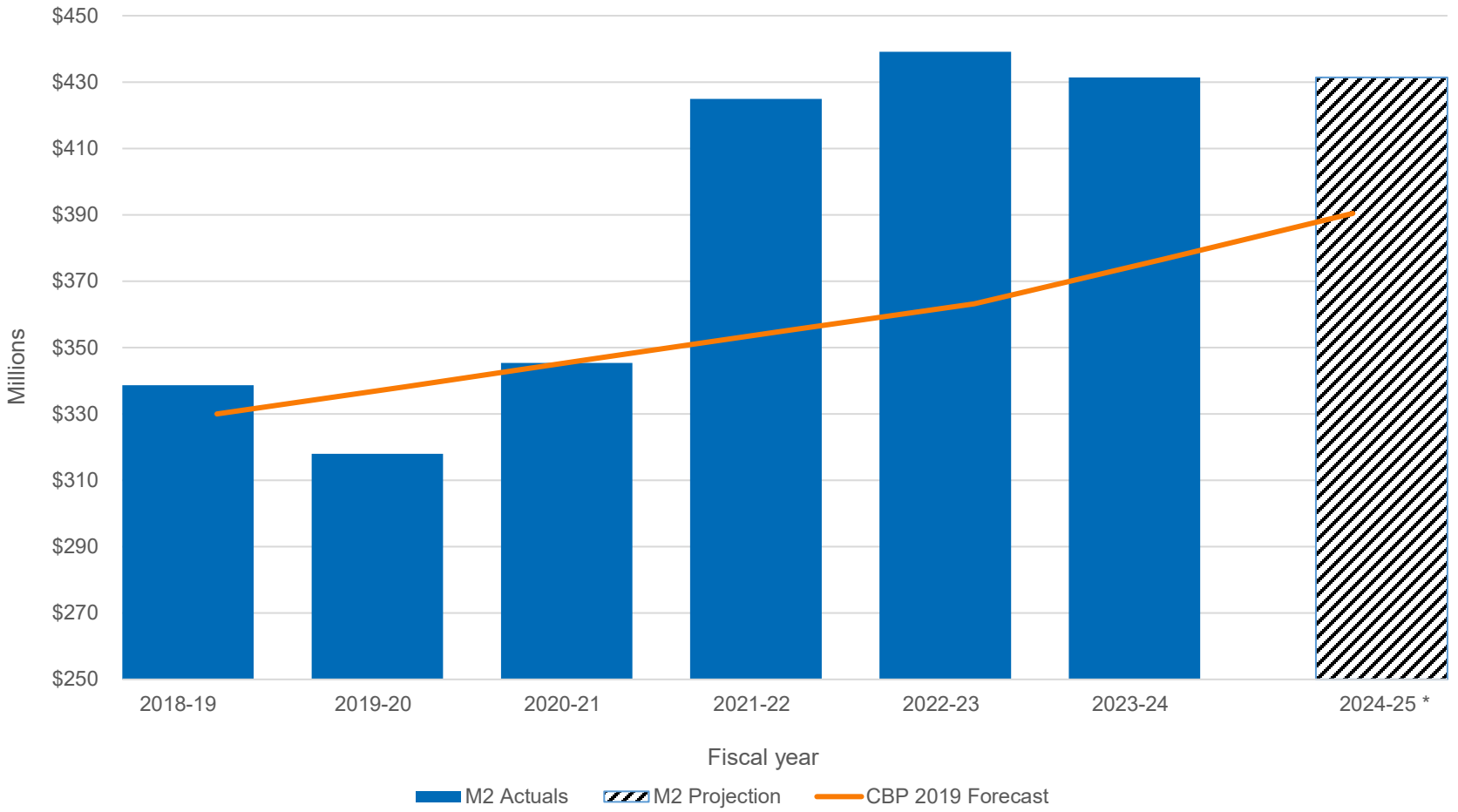
## MEASURE M SALES TAX REVENUES (FISCAL YEAR 2005 – FISCAL YEAR 2024)




** FY 2010-2011 was the final year of M1 and first year of M2*

# M2 SALES TAX REVENUES: PRE & POST PANDEMIC

## M2 SALES TAX REVENUES (FISCAL YEAR 2019 – FISCAL YEAR 2025)



# TOP 25 SALES TAX GENERATORS

## TOP 25 SALES TAX GENERATORS*
## 25% OF SALES TAXES ARE GENERATED BY THE TOP 25

- 7-Eleven Food Stores
- Amazon.com
- Amazon.com (Third Party Sellers/Wayfair)
- Apple Stores
- Arco AM/PM Mini Marts
- Best Buys Stores
- Chevron Service Stations
- Costco Wholesale
- CVS/Pharmacy
- Dept. of Motors Vehicles (3rd party sales)
- Disneyland
- EBay
- Ganahl Lumber Company
- Home Depot
- In and Out Burgers
- McDonald's Restaurants
- Nordstrom Department Store
- Ralph's Grocery Company
- Ross Stores
- Shell Service Stations
- Target Stores
- Tesla
- Uber Eats
- Union 76 Service Stations
- Walmart Stores

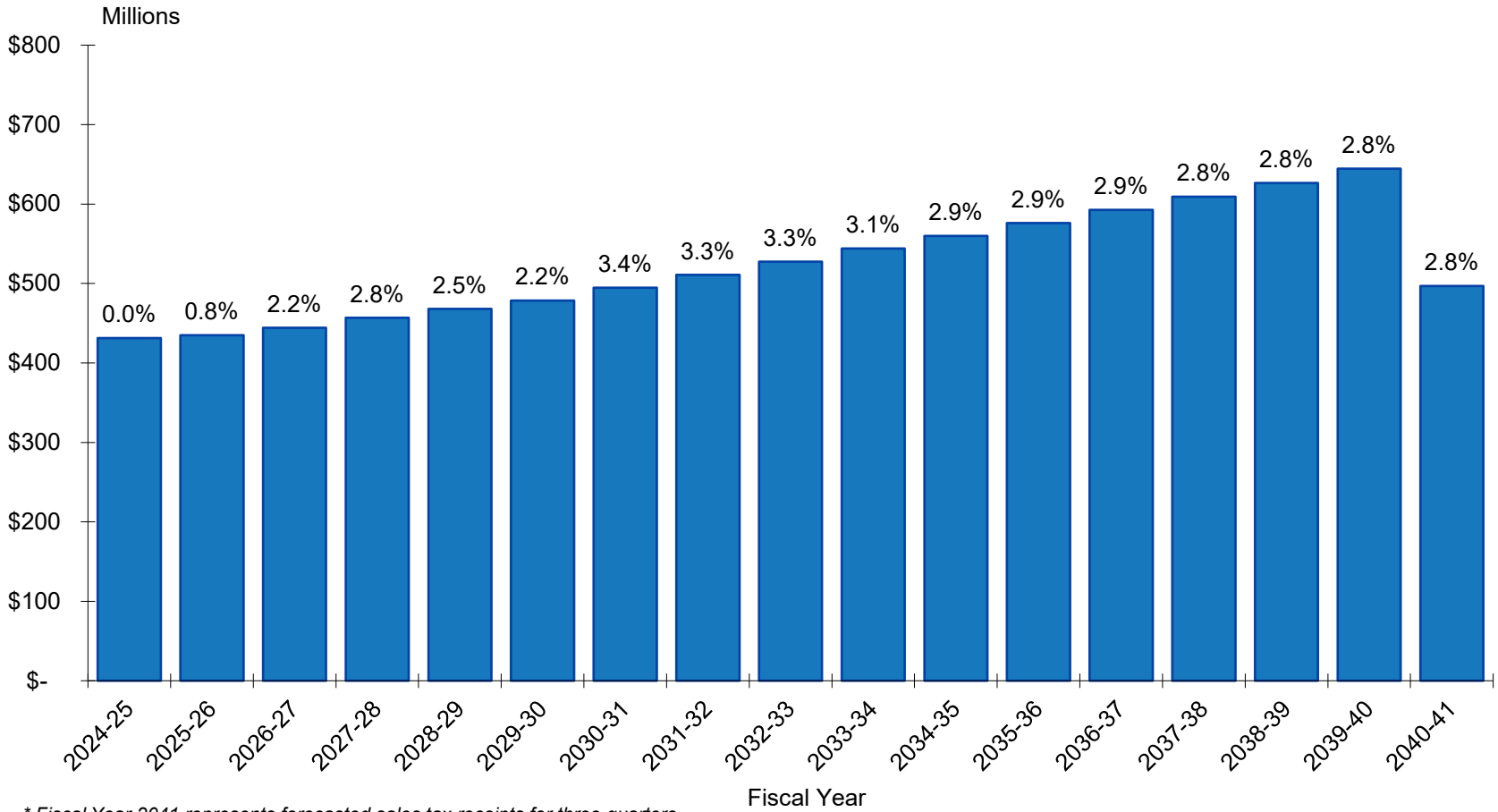
**Listed alphabetically.*
*Source: MuniServices; An AVENUE Insights & Analytics Company. May 2025.*

# SALES TAX FORECAST METHODOLOGY

- Forecasting methodology is board approved and uses four entities which provide forecasts on an annual basis
- OCTA receives forecasts from MuniServices, LLC, University of California, Los Angeles, California State University, Fullerton, and Chapman University
- MuniServices, LLC's growth rates are used to forecast the first five years of the forecasting period
- An average of the growth rates from the forecasts provided by the three universities is used for the balance of the forecasting period

# M2 SALES TAX FORECAST

## FORECASTED MEASURE M2 SALES TAX REVENUES (FISCAL YEAR 2025 – FISCAL YEAR 2041)




** Fiscal Year 2041 represents forecasted sales tax receipts for three quarters*

# .05 Express Lanes Update




OCTA

91 Express Lanes

405 Express Lanes

# YEAR IN REVIEW

- 91 Express Lanes traffic volumes and toll revenues continue to reach all time highs
- Completed installation of a new video wall for the Traffic Operations Center and replaced analog with digital cameras on the 91 Express Lanes
- Completed first full fiscal year of operations for the 405 Express Lanes with transactions, trips, and revenues continuing to grow
- Implemented volume-based toll adjustments and cost of living adjustments for both facilities
- Completed Final Acceptance for the Electronic Toll and Traffic Management lane system
- Received updated traffic and revenue forecast for the 405 Express Lanes





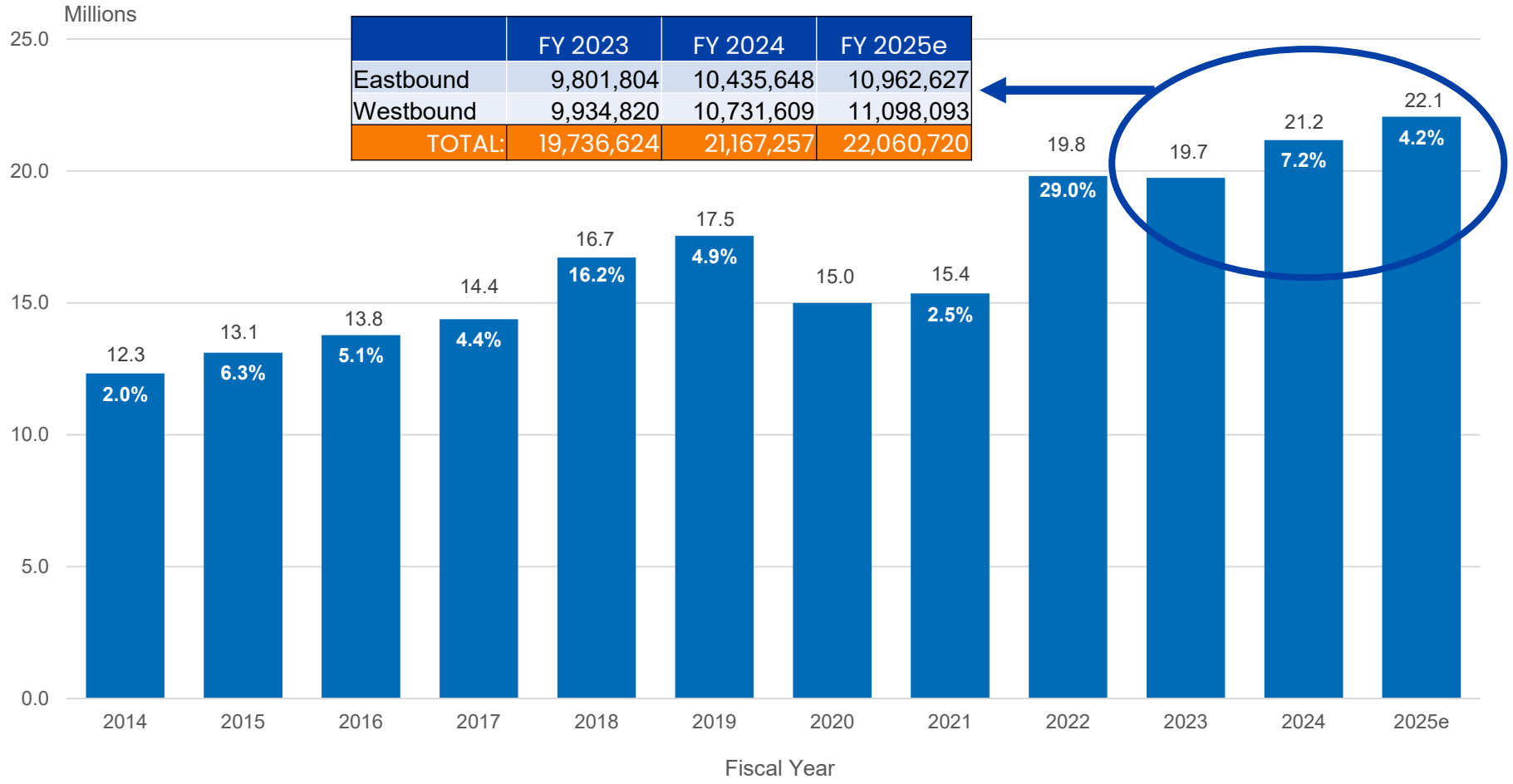
# STATE ROUTE 91 CORRIDOR



# TRAFFIC VOLUMES CONTINUE TO HIT NEW HIGHS

## TRAFFIC VOLUME
## (FISCAL YEAR 2014 – FISCAL YEAR 2025)

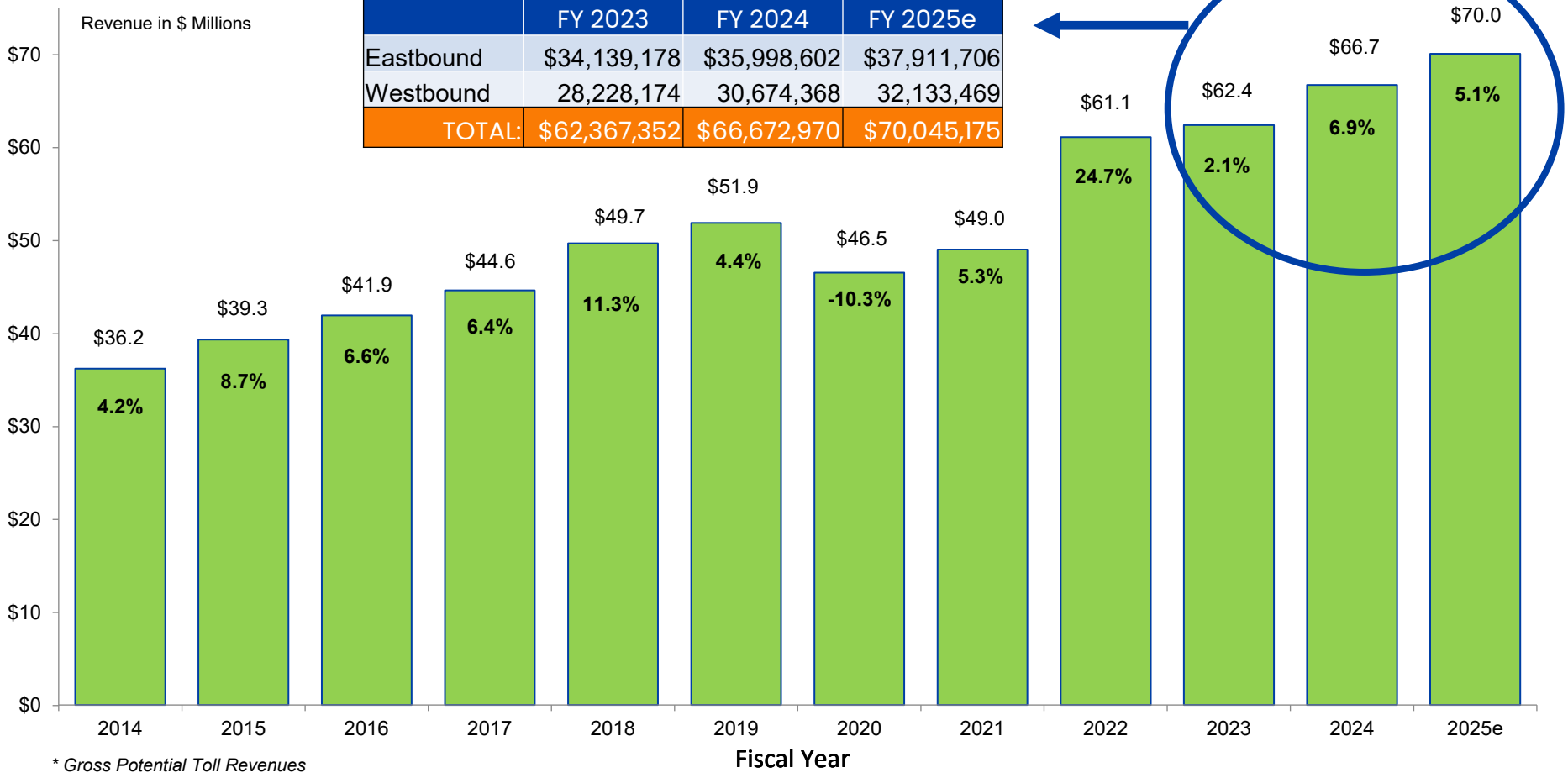
| | FY 2023 | FY 2024 | FY 2025e |
|---|---|---|---|
| Eastbound | 9,801,804 | 10,435,648 | 10,962,627 |
| Westbound | 9,934,820 | 10,731,609 | 11,098,093 |
| TOTAL: | 19,736,624 | 21,167,257 | 22,060,720 |



# TOLL REVENUE GROWTH REMAINS STRONG

## TOLL REVENUE*
## (FISCAL YEAR 2014 – FISCAL YEAR 2025)

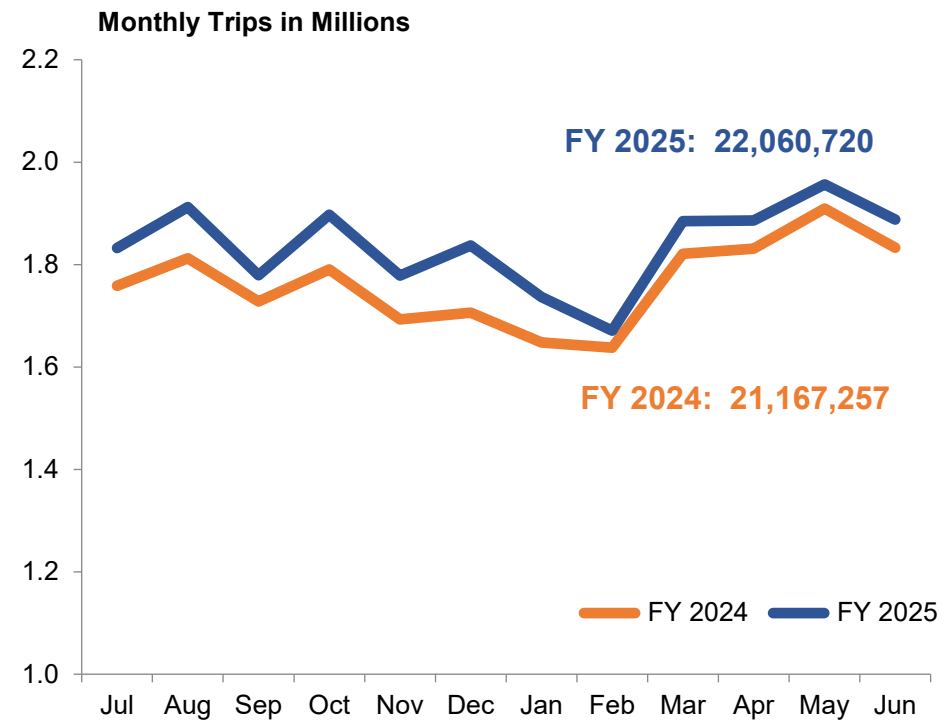
| | FY 2023 | FY 2024 | FY 2025e |
|---|---|---|---|
| Eastbound | $34,139,178 | $35,998,602 | $37,911,706 |
| Westbound | 28,228,174 | 30,674,368 | 32,133,469 |
| TOTAL: | $62,367,352 | $66,672,970 | $70,045,175 |



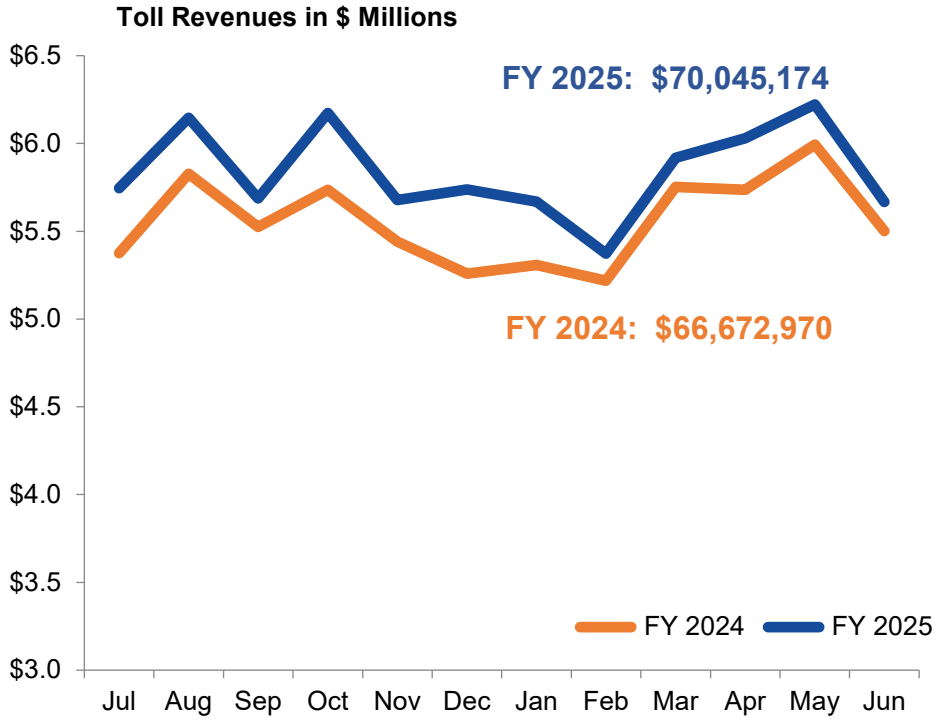

** Gross Potential Toll Revenues*

# CLOSER LOOK AT THE GROWTH IN FISCAL YEAR 2025

## MONTHLY TRAFFIC VOLUMES (FISCAL YEAR 2024 & FISCAL YEAR 2025)




## MONTHLY TOLL REVENUES* (FISCAL YEAR 2024 & FISCAL YEAR 2025)




** Gross Potential Toll Revenues*

# WHERE HAS THE GROWTH OCCURRED ON THE 91

## PERCENT CHANGE IN TRAFFIC VOLUMES (MAY 2024 TO MAY 2025)

| WB AVERAGES | SUN | MON | TUE | WED | THU | FRI | SAT |
|---|---|---|---|---|---|---|---|
| 12:00 AM | -4% | 13% | 12% | 8% | 14% | -5% | 39% |
| 1:00 AM | 7% | 7% | -7% | 16% | 10% | 34% | 16% |
| 2:00 AM | 2% | 12% | -10% | -4% | -2% | 31% | -40% |
| 3:00 AM | -29% | 19% | 14% | 16% | 10% | 16% | -48% |
| 4:00 AM | -26% | 5% | 9% | 7% | 3% | 6% | -6% |
| 5:00 AM | -6% | 0% | 0% | 2% | -1% | 4% | 2% |
| 6:00 AM | 16% | -3% | -4% | 6% | 0% | -2% | 8% |
| 7:00 AM | 22% | 0% | -10% | -5% | -5% | 12% | 10% |
| 8:00 AM | 22% | -2% | 4% | -6% | 2% | 5% | -3% |
| 9:00 AM | 2% | 5% | 6% | -7% | -3% | 20% | -14% |
| 10:00 AM | -13% | 5% | 3% | 6% | -4% | 22% | -7% |
| 11:00 AM | -19% | 2% | 20% | 16% | 4% | 24% | -9% |
| 12:00 PM | 3% | -1% | 14% | 20% | 2% | 20% | -12% |
| 1:00 PM | 7% | 9% | 4% | 14% | 4% | 20% | -12% |
| 2:00 PM | -2% | 3% | -1% | 9% | 5% | 21% | -11% |
| 3:00 PM | -1% | 1% | 6% | 4% | 3% | 21% | -10% |
| 4:00 PM | -5% | 1% | -1% | 4% | 0% | 2% | -2% |
| 5:00 PM | 5% | 2% | -4% | 5% | -1% | 2% | 6% |
| 6:00 PM | -2% | 4% | 1% | 3% | 3% | 3% | 8% |
| 7:00 PM | -8% | -4% | 0% | 9% | 10% | -1% | 2% |
| 8:00 PM | -6% | 5% | -4% | 14% | 17% | 8% | 0% |
| 9:00 PM | -19% | -19% | -10% | 40% | 32% | -6% | 2% |
| 10:00 PM | 1% | -23% | -6% | 30% | 36% | -7% | -2% |
| 11:00 PM | 7% | -20% | 0% | 29% | 15% | -4% | 4% |

| EB AVERAGES | SUN | MON | TUE | WED | THU | FRI | SAT |
|---|---|---|---|---|---|---|---|
| 12:00 AM | 1% | -2% | 15% | 24% | 28% | 25% | -33% |
| 1:00 AM | 13% | 18% | 6% | 12% | 52% | 26% | -14% |
| 2:00 AM | 14% | 51% | -5% | 23% | 25% | 16% | -33% |
| 3:00 AM | 15% | -14% | 9% | 1% | 0% | 17% | -62% |
| 4:00 AM | 38% | 8% | 25% | 4% | 16% | 13% | -45% |
| 5:00 AM | 16% | 0% | 4% | 3% | 3% | -1% | -24% |
| 6:00 AM | 14% | 0% | -1% | 3% | -6% | 6% | 1% |
| 7:00 AM | 25% | 5% | 4% | 5% | 6% | 6% | 5% |
| 8:00 AM | 7% | 11% | 6% | 7% | 11% | 4% | 0% |
| 9:00 AM | 8% | 2% | 3% | 5% | 4% | 19% | 0% |
| 10:00 AM | 9% | 3% | 15% | 9% | 8% | 34% | 3% |
| 11:00 AM | 6% | 4% | 13% | 11% | 8% | 35% | -1% |
| 12:00 PM | 13% | 6% | 5% | 11% | 11% | 23% | -3% |
| 1:00 PM | 1% | 6% | 8% | 5% | 4% | 2% | 1% |
| 2:00 PM | 6% | -14% | -1% | -6% | 0% | 1% | 0% |
| 3:00 PM | 2% | 0% | 0% | -8% | -1% | 1% | 1% |
| 4:00 PM | 2% | 2% | -1% | -12% | -1% | -1% | 2% |
| 5:00 PM | 2% | 3% | 2% | 2% | 1% | 6% | -2% |
| 6:00 PM | -1% | 2% | 1% | -4% | 6% | 2% | -1% |
| 7:00 PM | -2% | 4% | 4% | 5% | -1% | 2% | 7% |
| 8:00 PM | 0% | 3% | 6% | 13% | 7% | -15% | 4% |
| 9:00 PM | 5% | 13% | 10% | 23% | 2% | -7% | 19% |
| 10:00 PM | -9% | 19% | 12% | 41% | 5% | -6% | 12% |
| 11:00 PM | -6% | 3% | 22% | 35% | 11% | -60% | 4% |

*Highlighted text represent changes of greater than 5 percent and volumes greater than 1,000 per hour*

# 91 EXPRESS LANES TOLL RATES AS OF JULY 2025

## 91 EXPRESS LANES TOLL RATES (JULY 2025)

| 91 EXPRESS LANES TOLL SCHEDULE<br>WESTBOUND<br>JULY-25 | | | | | | | |
|---|---|---|---|---|---|---|---|
| TIME | SUN | MON | TUE | WED | THU | FRI | SAT |
| Midnight | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 1:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 2:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 3:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 4:00 AM | $ 1.95 | $ 3.55 | $ 3.55 | $ 3.55 | $ 3.55 | $ 3.55 | $ 1.95 |
| 5:00 AM | $ 1.95 | $ 5.70 | $ 5.70 | $ 5.70 | $ 5.70 | $ 5.45 | $ 1.95 |
| 6:00 AM | $ 1.95 | $ 5.90 | $ 5.90 | $ 5.90 | $ 5.90 | $ 5.70 | $ 1.95 |
| 7:00 AM | $ 1.95 | $ 6.55 | $ 6.55 | $ 6.55 | $ 6.55 | $ 6.35 | $ 2.40 |
| 8:00 AM | $ 2.40 | $ 5.90 | $ 5.90 | $ 5.90 | $ 5.90 | $ 5.70 | $ 3.00 |
| 9:00 AM | $ 2.40 | $ 4.80 | $ 4.80 | $ 4.80 | $ 4.80 | $ 4.80 | $ 3.70 |
| 10:00 AM | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 |
| 11:00 AM | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.10 |
| Noon | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.10 |
| 1:00 PM | $ 4.10 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.10 |
| 2:00 PM | $ 4.10 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.10 |
| 3:00 PM | $ 4.10 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 | $ 4.10 |
| 4:00 PM | $ 4.25 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 | $ 4.25 |
| 5:00 PM | $ 4.25 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 | $ 4.25 |
| 6:00 PM | $ 4.25 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.20 | $ 3.70 |
| 7:00 PM | $ 3.70 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 3.00 | $ 3.00 |
| 8:00 PM | $ 3.70 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 9:00 PM | $ 3.70 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 10:00 PM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 11:00 PM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |

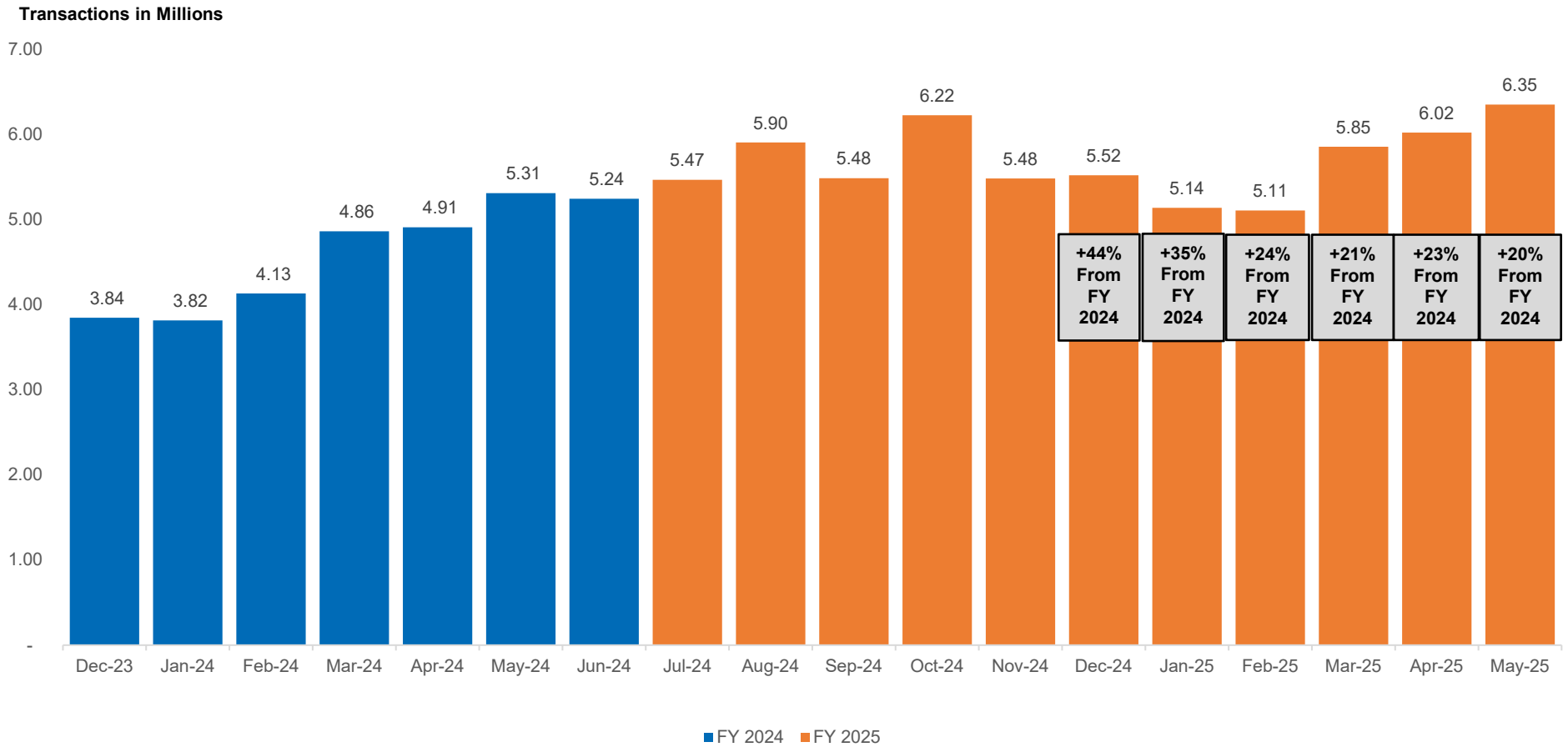
| 91 EXPRESS LANES TOLL SCHEDULE<br>EASTBOUND<br>JULY-25 | | | | | | | |
|---|---|---|---|---|---|---|---|
| TIME | SUN | MON | TUE | WED | THU | FRI | SAT |
| Midnight | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 1:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 2:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 3:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 4:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 5:00 AM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |
| 6:00 AM | $ 1.95 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 1.95 |
| 7:00 AM | $ 1.95 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 1.95 |
| 8:00 AM | $ 2.30 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| 9:00 AM | $ 2.30 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| 10:00 AM | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 |
| 11:00 AM | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.70 |
| Noon | $ 4.20 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.40 | $ 4.20 |
| 1:00 PM | $ 4.20 | $ 4.05 | $ 4.05 | $ 4.05 | $ 4.40 | $ 7.00 | $ 4.20 |
| 2:00 PM | $ 4.20 | $ 5.90 | $ 5.90 | $ 5.90 | $ 8.70 | $ 9.35 | $ 4.20 |
| 3:00 PM | $ 3.70 | $ 6.35 | $ 6.30 | $ 8.40 | $ 8.40 | $ 8.90 | $ 4.20 |
| 4:00 PM | $ 3.70 | $ 5.55 | $ 5.05 | $ 7.30 | $ 7.85 | $ 6.85 | $ 4.20 |
| 5:00 PM | $ 3.70 | $ 5.40 | $ 5.35 | $ 6.05 | $ 7.50 | $ 7.55 | $ 4.20 |
| 6:00 PM | $ 3.70 | $ 6.35 | $ 4.55 | $ 4.55 | $ 4.40 | $ 7.55 | $ 3.70 |
| 7:00 PM | $ 3.70 | $ 4.40 | $ 4.40 | $ 4.40 | $ 6.50 | $ 7.05 | $ 3.00 |
| 8:00 PM | $ 3.70 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.05 | $ 6.50 | $ 3.00 |
| 9:00 PM | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 4.05 | $ 3.00 |
| 10:00 PM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 3.00 | $ 1.95 |
| 11:00 PM | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 | $ 1.95 |

# 405 EXPRESS LANES OPENED IN DECEMBER 2023



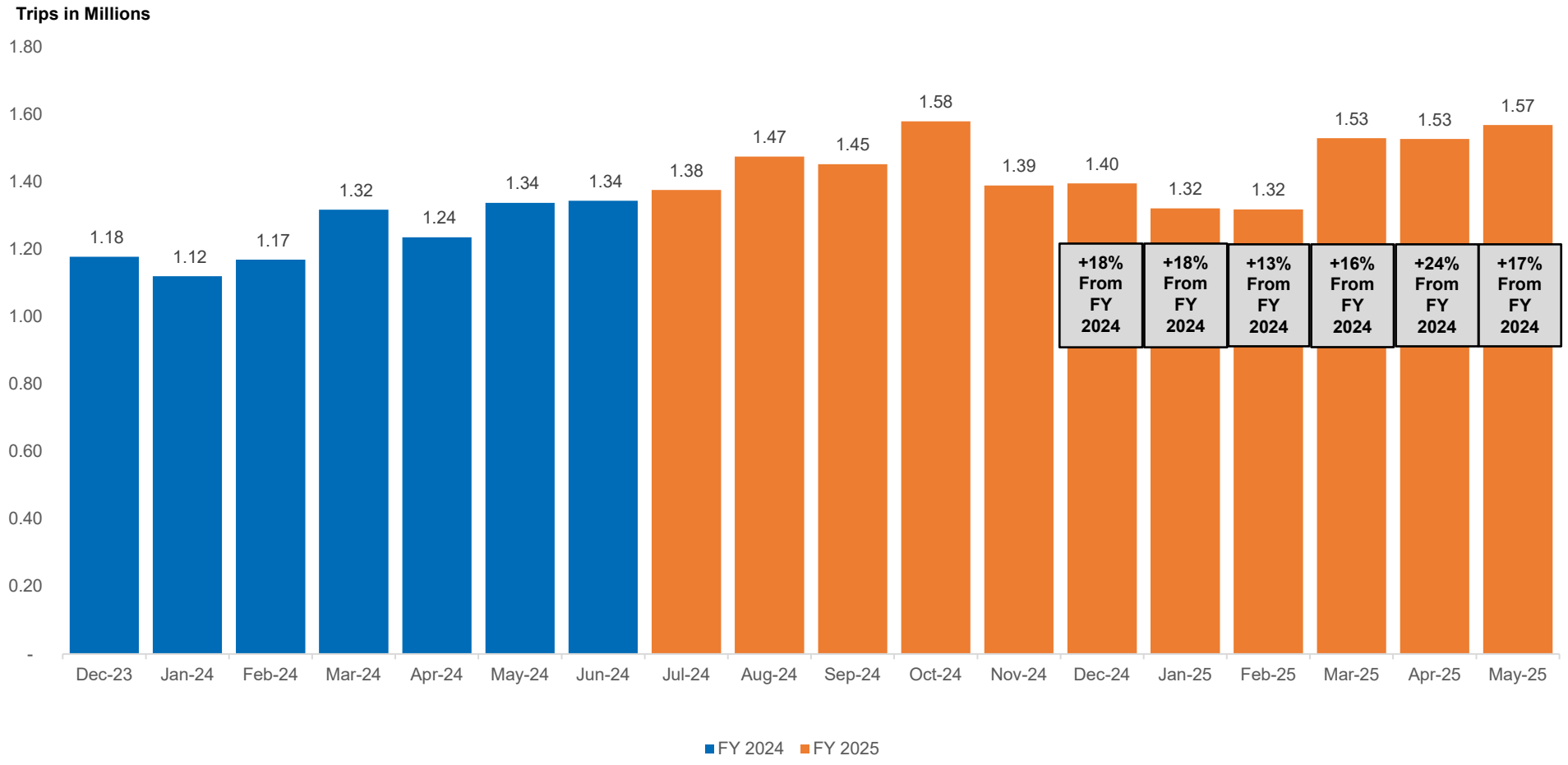
# TRANSACTIONS CONTINUE TO GROW

## 405 EXPRESS LANES MONTHLY TRANSACTIONS (DECEMBER 2023 – MAY 2025)



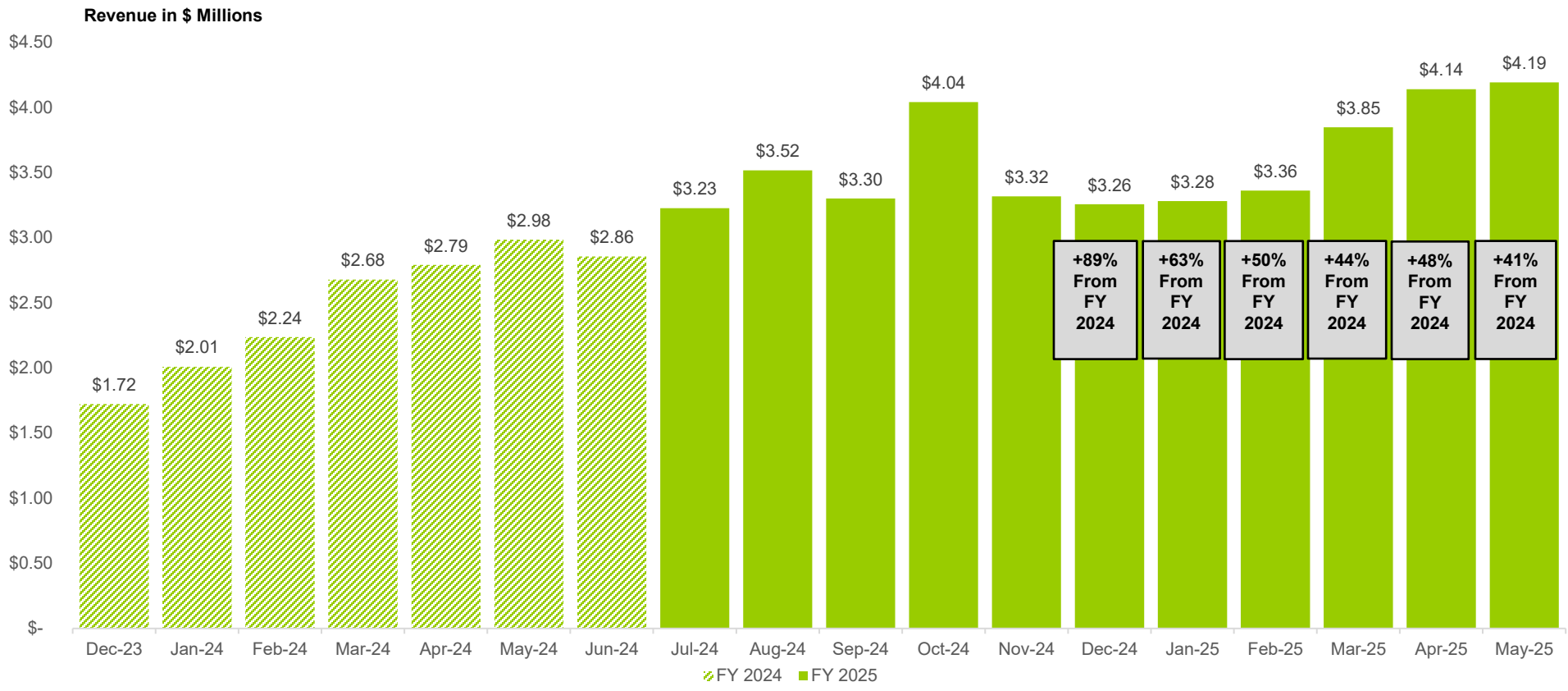
# TRIPS GROWING YEAR-OVER-YEAR

## 405 EXPRESS LANES MONTHLY TRIPS (DECEMBER 2023 – MAY 2025)



# TOLL REVENUES MEETING EXPECTATIONS

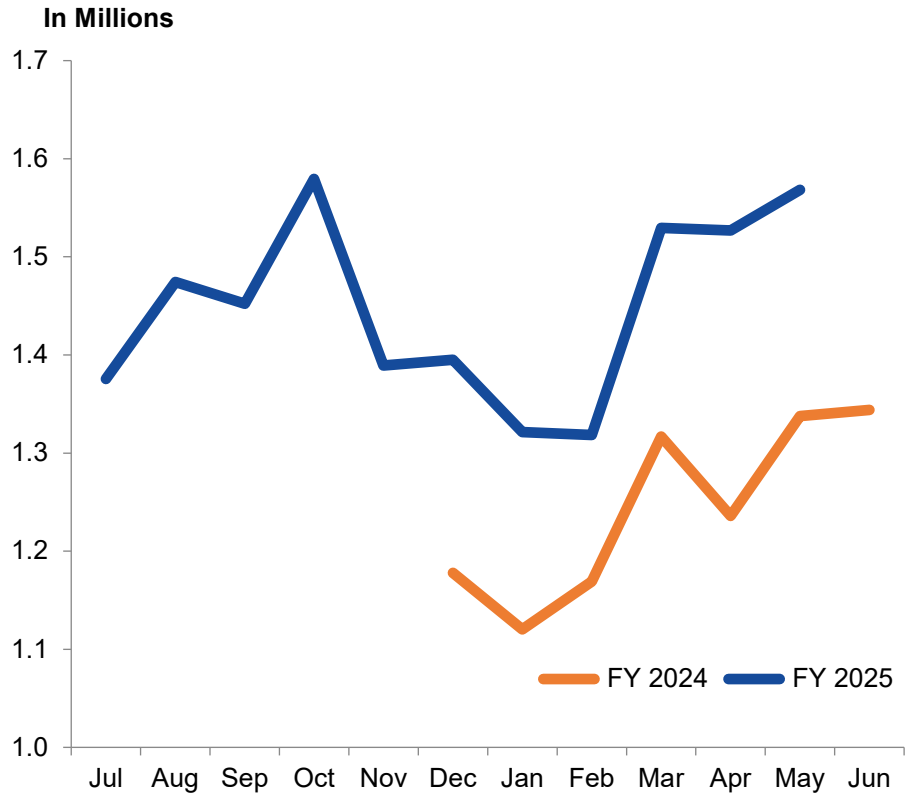
## 405 EXPRESS LANES MONTHLY TOLL REVENUES* (DECEMBER 2023 – MAY 2025)



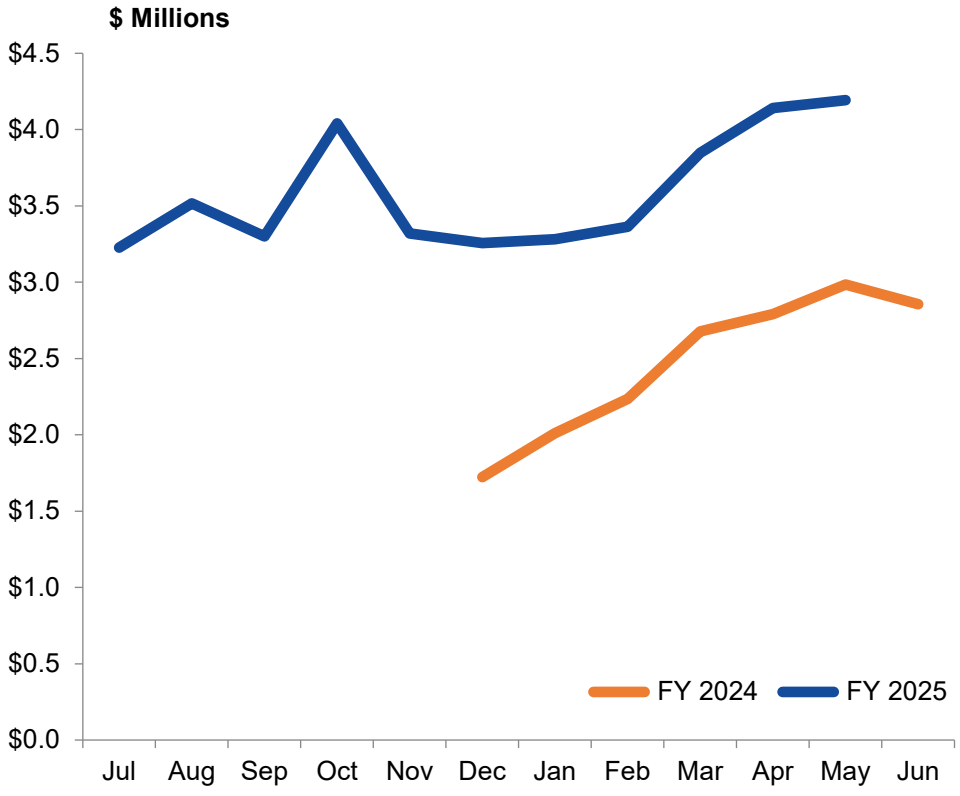

** Gross Potential Toll Revenues*

# CLOSER LOOK AT THE GROWTH IN FY 2025

## MONTHLY TRIPS (FISCAL YEAR 2024 & FISCAL YEAR 2025)




## MONTHLY TOLL REVENUES* (FISCAL YEAR 2024 & FISCAL YEAR 2025)



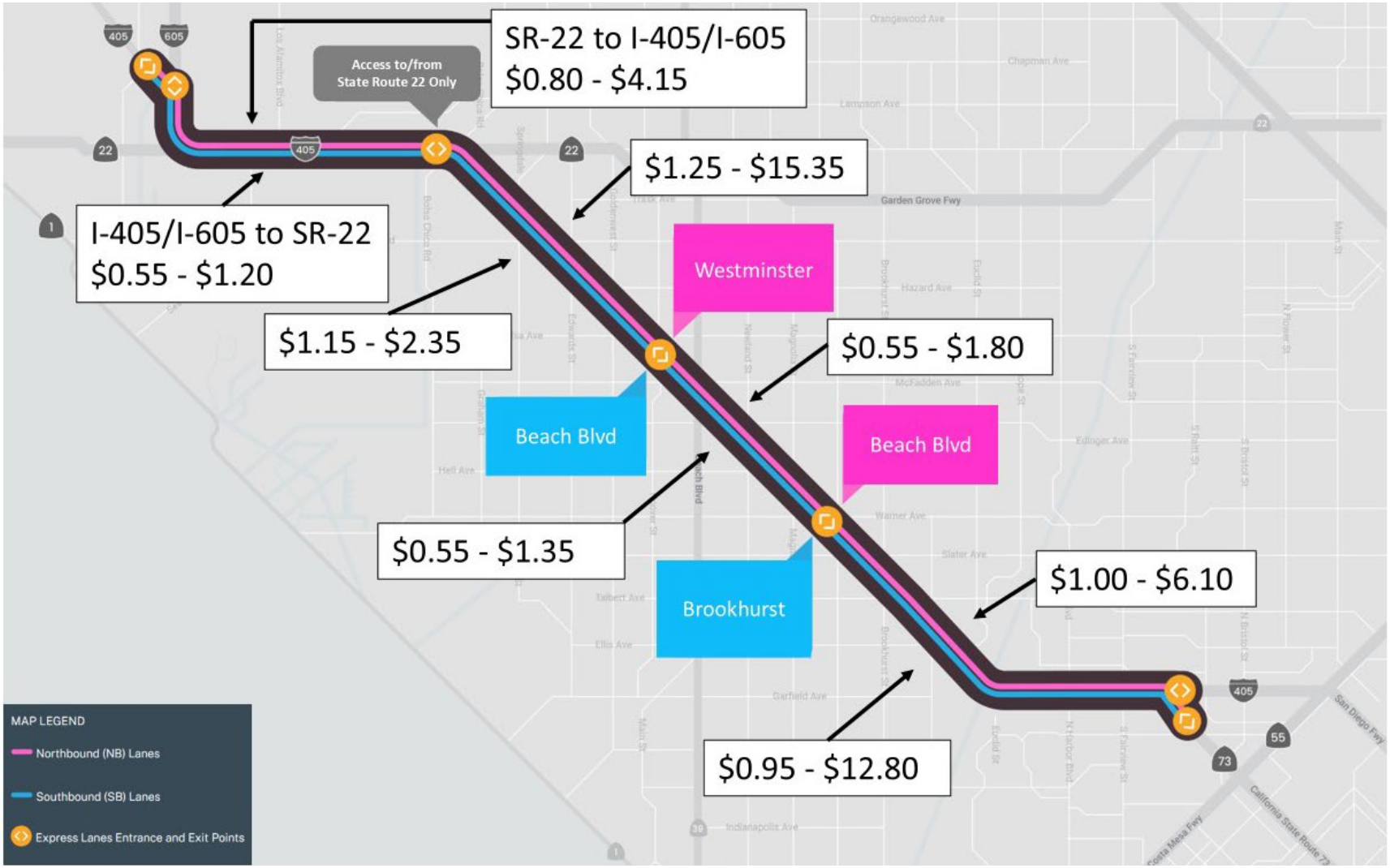

** Gross Potential Toll Revenues*

# WHERE HAS THE GROWTH OCCURRED ON THE 405

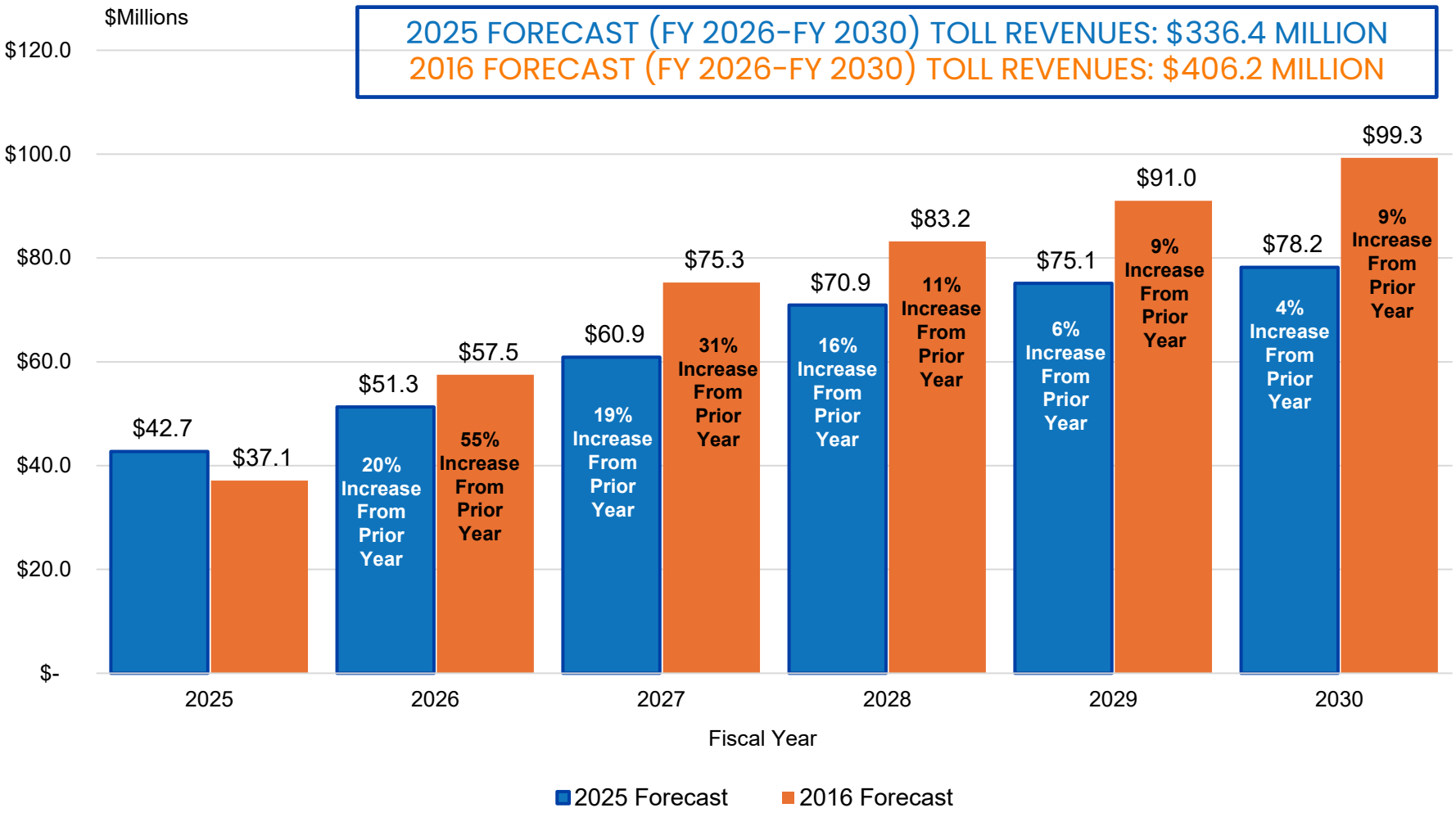
## PERCENT CHANGE IN TRIPS (MAY 2024 TO MAY 2025)

| | NORTHBOUND | SOUTHBOUND | TOTAL |
|---|---|---|---|
| Sunday | 14% | 21% | 17% |
| Monday | 16% | 21% | 18% |
| Tuesday | 15% | 21% | 18% |
| Wednesday | 18% | 22% | 20% |
| Thursday | 13% | 20% | 16% |
| Friday | 10% | 18% | 13% |
| Saturday | 17% | 25% | 21% |
| TOTAL : | 15% | 21% | 17% |

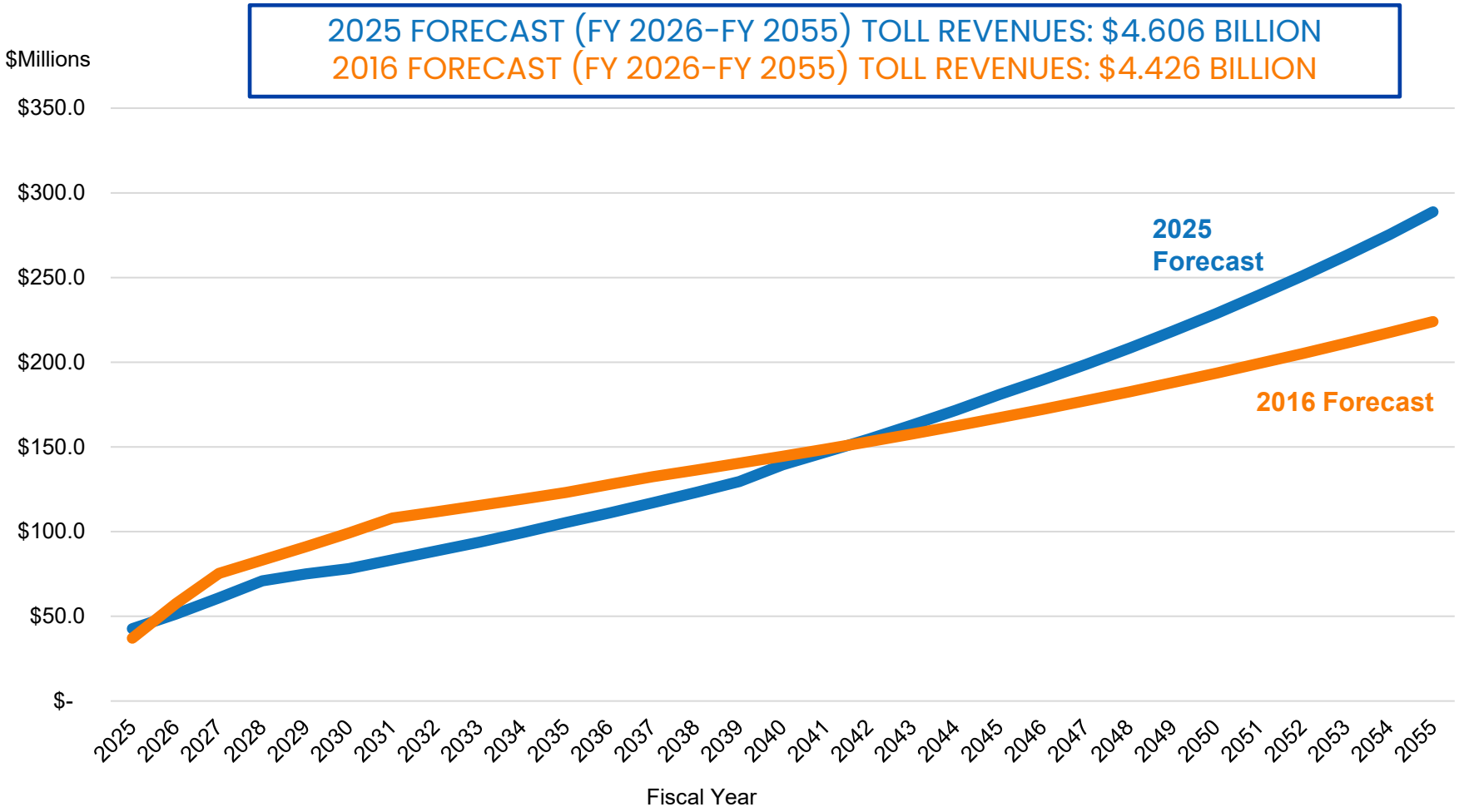
# 405 EXPRESS LANES TOLL RATES BY SEGMENT



# 5-YEAR LOOK AT TRAFFIC AND REVENUE FORECAST

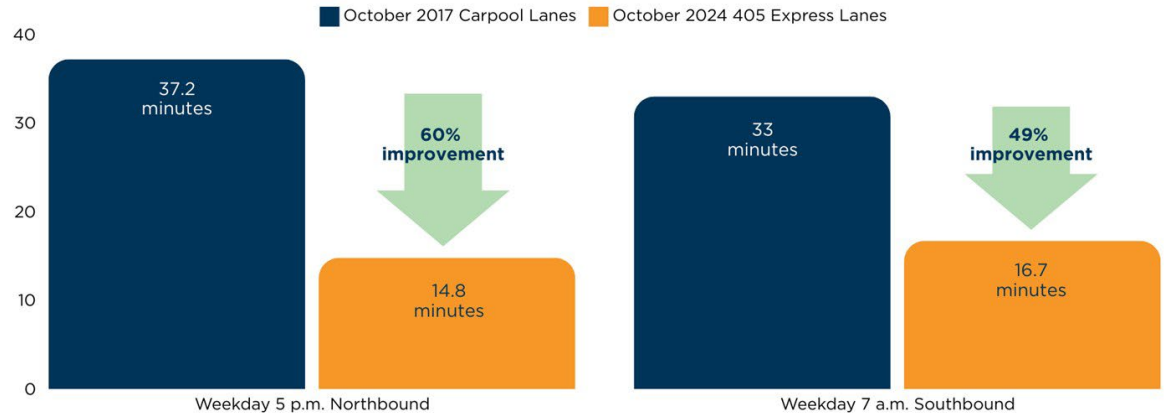


# 30-YEAR ANNUAL FORECAST COMPARISON



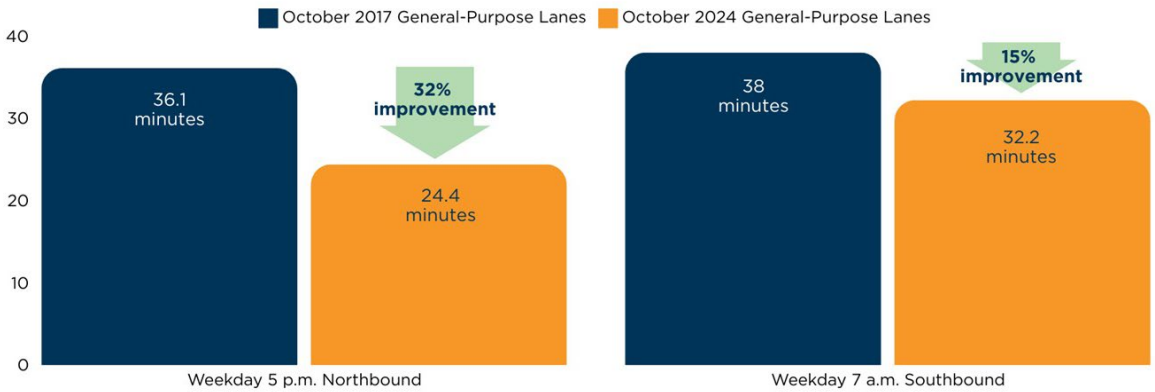
# TRAVEL TIME SAVINGS EXPERIENCED BY ALL DRIVERS

## CARPOOL LANES / EXPRESS LANES




- Drivers now save up to 22 minutes on weekdays northbound and 16 minutes southbound compared to the carpool lanes that existed prior to construction

## GENERAL-PURPOSE LANES




- Weekday travel times on the general–purpose lanes are 12 minutes faster on the northbound lanes and 6 minutes faster on the southbound lanes

*Travel times measured between SR-73 and I-605*

# UPCOMING EVENTS

- Monitor traffic conditions and make necessary adjustments to toll rate schedules to ensure free-flow traffic on the 91 and 405 Express Lanes
- Implement changes due to the expiration of Federal legislation on clean air vehicles after September 30, 2025
- Complete Final Acceptance for 405 Improvement Project
- Finalize agreements for 241/91 Express Connector project and seek Board of Directors' approval
- Celebrate 30-year anniversary of operations for the 91 Express Lanes in December 2025







# .06 Debt Programs



# DEBT PROFILE UPDATE

- M2 Sales Tax Revenue Bonds: $529.5M Outstanding
  - » In March 2025, issued Series 2025 Bonds to refund outstanding Series 2010 Build America Bonds
- Express Lanes Debt
  - » $41.7 million Toll Bonds outstanding for the 91 Express Lanes program
  - » $613.7 million TIFIA Loan outstanding (and fully drawn) for the I-405 Express Lanes program
- **No future financing plans for Sales Tax or Express Lanes credits**

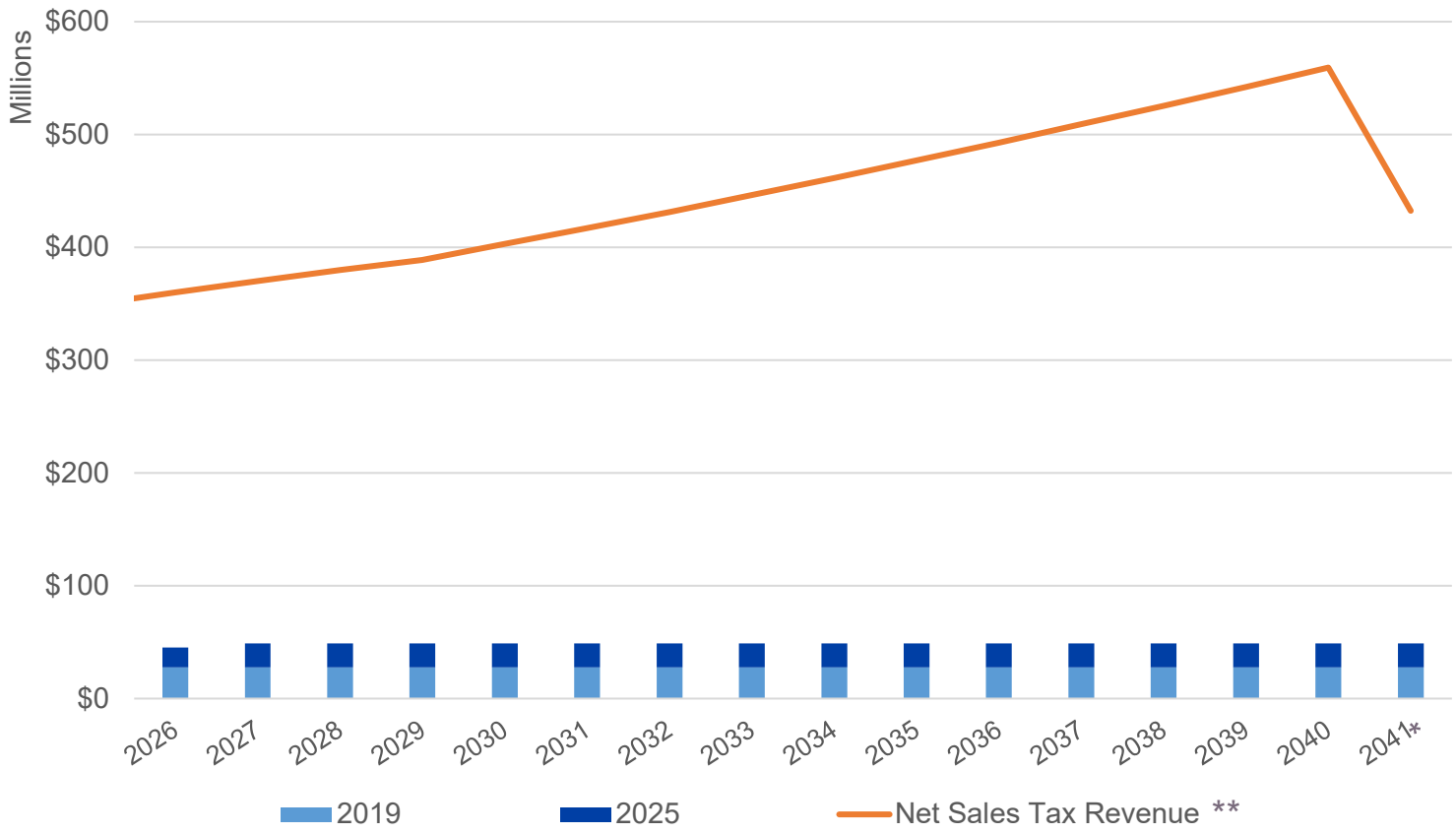
| CREDIT | ORIGINAL PAR AMOUNT | OUTSTANDING PAR AMOUNT | FINAL MATURITY | RATINGS (FITCH/MOODY'S/S&P) |
|---|---|---|---|---|
| **M2 Sales Tax Revenue Bonds** | | | | |
| 2019 Series (Tax-Exempt) | $ 376,690,000 | $ 301,885,000 | 2041 | AA+/--/AAA |
| 2025 Series (Tax-Exempt) | $ 227,565,000 | $ 227,565,000 | 2041 | AA+/--/AAA |
| **91 Toll Revenue Bonds (91 Express Lanes)** | | | | |
| 2023 Series Refunding Bonds | $ 47,545,000 | $ 41,725,000 | 2030 | AA-/Aa3/AA- |
| **I-405 Toll Revenue Bonds (I-405 Express Lanes)** | | | | |
| 2021 TIFIA Loan | $ 628,930,000 | $ 613,711,295 | 2058 | --/Baa2/-- |
| | | TOTAL: $ 1,184,886,295 | | |

# M2 SALES TAX REVENUE DEBT

- Recent issuance of Series 2025 Refunding Bonds to refund the Series 2010 Build America Bonds achieved financing objectives:
  - » **Secured** savings of at least present value neutral debt service
    - ✓ Total cashflow gross savings: over $13.0 million
    - ✓ Net present value savings: over $10.5 million, or 4.3% of the refunded bonds (above OCTA's Debt Policy threshold)
  - » **Enhanced** prudent debt portfolio characteristics
    - ✓ Tax-exempt, fixed rate bonds with February 2041 final maturity
    - ✓ Debt portfolio optionality enhanced with standard tax-exempt 10-year call feature
    - ✓ Federal sequestration risk eliminated
- **Improved** sales tax revenue bond credit fundamentals
  - » Historical debt service coverage at or above 6.0x
  - » Proforma MADS coverage projected at nearly 7.0x based on FY 2024 revenues
  - » Indenture amendment adjusted the Additional Bonds Test to 2.0 times from 1.3 times

# M2 COVERAGE PROJECTIONS

## M2 PROJECTED DEBT SERVICE COVERAGE




| FISCAL YEAR | D/S COVERAGE |
|---|---|
| 2026 | **7.96 x** |
| 2027 | **7.59 x** |
| 2028 | **7.79 x** |
| 2029 | **7.97 x** |
| 2030 | **8.26 x** |
| 2031 | **8.55 x** |
| 2032 | **8.84 x** |
| 2033 | **9.15 x** |
| 2034 | **9.46 x** |
| 2035 | **9.78 x** |
| 2036 | **10.10 x** |
| 2037 | **10.44 x** |
| 2038 | **10.77 x** |
| 2039 | **11.12 x** |
| 2040 | **11.47 x** |
| 2041 | **8.87 x** |

** Represents three quarters of a year of sales tax collections since the Measure M2 program ends March 31, 2041.*
*** Measure M2 sales tax revenues less CDTFA fees, Environmental Cleanup allocation, and Local Fair Share funds.*

# 91 EXPRESS LANES DEBT

- $41.7 million in Senior Lien Toll Road Revenue Refunding Bonds (Series 2023) outstanding for the 91 Express Lanes program
- Structure of the outstanding debt includes:
  - » Fixed-rate debt with level annual debt service
  - » Average debt service per year of $8.0 million
  - » Final maturity of August 2030
  - » Open lien indenture
- Indenture-required reserves:
  - » Operating Reserve Fund at $3 million
  - » Major Maintenance Reserve Fund at $5 million
  - » Debt Service Reserve Fund at $5.2 million
- Two additional reserves funded by OCTA
  - » Capital Reserve:  $31.3 million
  - » SR-91 Corridor Projects Reserve: $248.8 million
- Franchise Agreement terminates in 2065






# 91 EXPRESS LANES HISTORICAL COVERAGE

| *$ in Millions* | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25(e) |
|---|---|---|---|---|---|---|---|
| Gross Potential Toll Revenues | $ 51.85 | $ 46.51 | $ 48.97 | $ 61.07 | $ 62.37 | $ 66.67 | $ 70.05 |
| Tolls | 46.74 | 43.11 | 44.88 | 55.93 | 56.21 | 59.49 | 61.42 |
| Add: Non-Toll Revenues | 18.45 | 9.39 | 1.63 | 1.72 | 9.58 | 29.38 | 22.58 |
| Revenues | $ 65.19 | $ 52.50 | $ 46.51 | $ 57.65 | $ 65.79 | $ 88.87 | $ 84.00 |
| Less: Current Expenses | (15.31) | (15.05) | (14.73) | (20.48) | (14.78) | (15.31) | (13.49) |
| Net Revenues for Debt Service | $ 49.88 | $ 37.45 | $ 31.78 | $ 37.17 | $ 51.01 | $ 73.56 | $ 70.51 |
| Debt Service | $ 10.80 | $ 10.80 | $ 10.80 | $ 10.80 | $ 10.80 | $ 10.32 | $ 8.05 |
| DEBT SERVICE COVERAGE RATIO | 4.62 x | 3.47 x | 2.94 x | 3.44 x | 4.72 x | 7.13 x | 8.76 x |

# 91 EXPRESS LANES COVERAGE PROJECTIONS

| *$ in Millions* | FY 2025-26 | FY 2026-27 | FY 2027-28 | FY 2028-29 | FY 2029-30 | FY 2030-31 |
|---|---|---|---|---|---|---|
| Gross Potential Toll Revenues[1] | $ 71.45 | $ 72.88 | $ 74.34 | $ 75.82 | $ 77.34 | $ 78.89 |
| Tolls[2] | 65.73 | 67.05 | 68.39 | 69.76 | 71.15 | 72.58 |
| Add: Non-Toll Revenues[3] | 15.67 | 15.83 | 15.98 | 16.14 | 16.31 | 16.47 |
| Revenues | $ 81.40 | $ 82.88 | $ 84.37 | $ 85.90 | $ 87.46 | $ 89.05 |
| Less: Current Expenses[4] | (14.03) | (14.59) | (15.17) | (15.78) | (16.41) | (17.07) |
| Net Revenues for Debt Service | $ 67.38 | $ 68.29 | $ 69.20 | $ 70.12 | $ 71.05 | $ 71.98 |
| Debt Service | $ 8.05 | $ 8.05 | $ 8.05 | $ 8.05 | $ 8.04 | $ 8.05 |
| DEBT SERVICE COVERAGE RATIO | 8.37 x | 8.48 x | 8.60 x | 8.71 x | 8.83 x | 8.95 x |

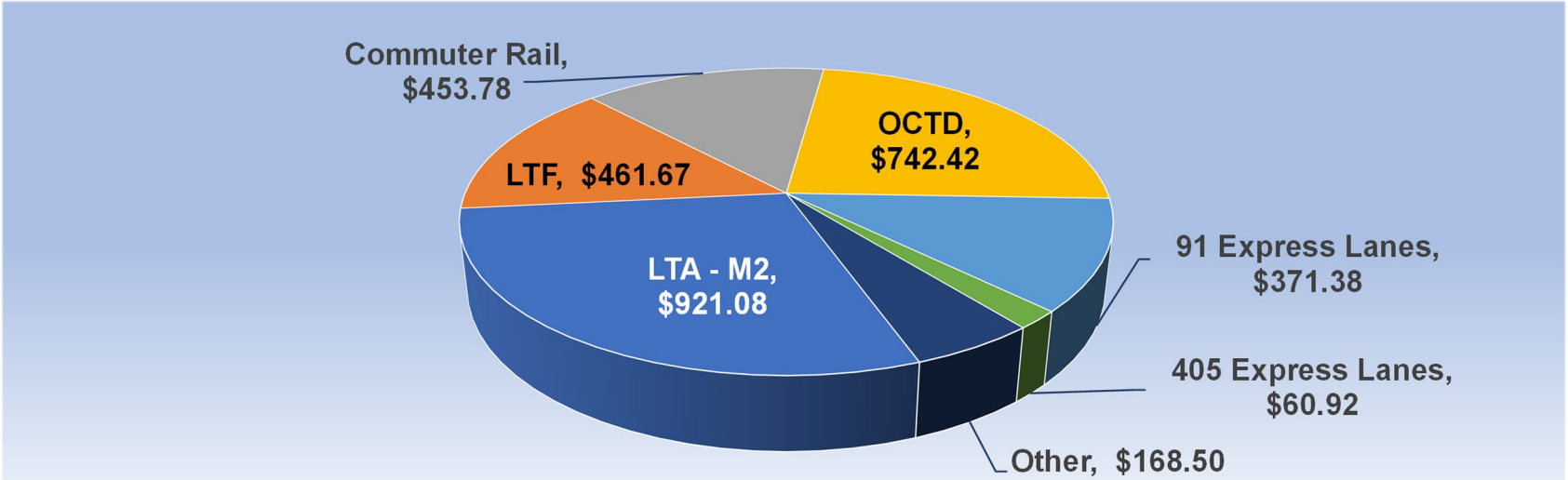
*(1) Growth rates at 2% per year.*

*(2) Tolls reflect 92% of Gross Potential Toll Revenues*

*(3) Non-toll revenues are estimated to increase by 1.0% per year. Non-toll revenues primarily consist of interest earnings, fines and penalties collected by OCTA with respect to usage of the Toll Road, fees for the use of transponders or other devices for the electronic payment of tolls, account maintenance fees and any other money received by OCTA pursuant to the Cooperative Agreement. Interest earnings are based on 3% of the current cash balances in various funds and accounts associated with the Toll Road, including certain funds and accounts held by the Trustee and the Custodian*

*(4) Current expenses are estimated to increase by 4.0% per year*

# CASH BALANCE TOTAL OF $3.2 BILLION*




| OCTD – ORANGE COUNTY TRANSIT DISTRICT | LTA – LOCAL TRANSPORTATION AUTHORITY (M2) | COMMUTER RAIL | 405 EXPRESS LANES | 91 EXPRESS LANES | LTF – LOCAL TRANSPORTATION | OTHER |
|---|---|---|---|---|---|---|
| Fund supporting administrative, operational, and capital functions of fixed route, rail feeder, express, and paratransit bus service | Fund accounts for all Measure M2 revenues, bond proceeds, interest earnings, debt service, and project expenditures | Fund finances operating expenses for OCTA's participation in Metrolink's commuter rail services | Fund established to account for the revenues and expenses associated with the 405 Express Lanes | Fund established to account for the revenues and expenses associated with the 91 Express Lanes | Fund established to account for the revenues and expenses associated with California Transportation Development Act (TDA) | Includes Orange County Unified Transportation Trust Fund, State Transit Assistance Fund, Service Authority for Freeway Emergencies, Transportation Development Capital, ARBA Trust Fund, Internal Service Funds etc. |

*Cash Balance as of June 30, 2025 (unaudited)*

# CREDIT FUNDAMENTALS REMAIN STRONG

## OCTA

- No outstanding debt, or plans to issue debt, for transit programs
- Strong reserve levels

## MEASURE M2 PROGRAM

- Program is fully funded
- Debt service coverage ratio well above indenture requirements

## 91 EXPRESS LANES

- Traffic volumes and toll revenues reached all time highs over the past year
- 29 years of operating history through growth and recessionary periods
- Final maturity of debt is 2030 with ability to toll until 2065
- Debt service coverage ratio well above indenture requirements

## 405 EXPRESS LANES DEBT

- Commenced operations and meeting expectations



FOR FOLLOW-UP OR QUESTIONS,
PLEASE CONTACT:

ROBERT DAVIS
Treasury and Public Finance Manager
(714) 560-5675
rdavis1@octa.net

www.octa.net
Orange County Transportation Authority
550 S. Main Street | P.O. Box 14184
Orange, CA 92863-1584

OCTA

OCTA

*MEMO*

**September 17, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.

OCTA

***September 18, 2025***

***To:*** Legislative and Communications Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** State Legislative Status Report

## *Overview*

The Orange County Transportation Authority provides regular updates to the Legislative and Communications Committee on policy issues directly impacting its overall programs, projects, and operations. This report provides an update on actions related to the end of session for the State Legislature. This includes status updates and summaries on bills the Orange County Transportation Authority has taken positions on, and an overview of negotiations related to Cap-and-Trade reauthorization and the formation of a task force related to implementation of SB 375 (Chapter 728, Statutes of 2008) is provided. A summary of a hearing related to gas tax revenues, and another related to the Senate Transportation Subcommittee on Los Angeles-San Diego-San Luis Obispo Rail Corridor Resiliency are also included.

## *Recommendation*

Receive and file as an information item.

## *Discussion*

The Legislature has until September 12, 2025, to approve legislation to be submitted to Governor Newsom. The Governor will have until October 12, 2025, to sign or veto bills that the Legislature passed. At the time of writing this staff report, several bills on which the Orange County Transportation Authority (OCTA) has taken a position remain active. Below is the status of those bills:

<u>AB 394 (Wilson, D-Suisun City): Public Transportation Providers</u>
Position: Support
Status: Pending on Senate Floor

AB 394 clarifies and expands protections for public transit employees by affirming that transit agencies and their unions may seek workplace violence restraining orders on behalf of employees who experience threats, harassment, or assault while on the job. The bill ensures that public transit agencies, including

those operating through contractors, are clearly recognized as eligible petitioners under the existing workplace violence restraining order statute. It also expands the definition of protected transit workers to include a broader range of employees and contractors, such as station agents, fare collectors, and janitorial staff.

While the bill's initial language expressly authorized courts to issue prohibition orders that could bar individuals from the entire public transit system following a battery against a transit worker, this provision was subsequently removed amid concerns about its overly broad reach.

AB 394 strengthens the tools available to protect frontline employees from workplace violence.

<u>AB 986 (Muratsuchi, D-Torrance): State of Emergency and Local Emergency: Landslides and Climate Change</u>
Position: Support
Status: Pending on Senate Floor

AB 986 expands the definition of emergencies under California's emergency management laws to include landslides. Under current law, the California Emergency Services Act outlines conditions under which state or local emergencies may be declared but does not explicitly identify landslides.

This clarification could help address disruptions to transportation and infrastructure systems caused by landslides. In Orange County, repeated landslides along the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor – particularly in the City of San Clemente (City) – have forced extended rail closures, required emergency construction, and led to rising costs. Since 2021, landslides along the LOSSAN corridor in the City have triggered more than a year of suspended service, $14 million in lost passenger revenue, and over $37 million in emergency response costs.

For OCTA, AB 986 provides a critical legal foundation to respond more swiftly to these incidents. OCTA owns and maintains over 40 miles of the LOSSAN Rail Corridor in Orange County, including vulnerable segments that have required repeated stabilization efforts.

By formally recognizing landslides as emergencies, AB 986 enables faster mobilization of resources, supports timely permitting, and strengthens the state's ability to protect essential transportation infrastructure. This means improved resilience, reduced service disruptions, and better protection for millions of passengers, freight operations, and military logistics that rely on the LOSSAN Rail Corridor.

AB 1085 (Stefani, D-San Francisco): License Plates: Obstruction or Alteration
Position: Support
Status: Pending with Governor

AB 1085 strengthens enforcement against license plate obstruction by explicitly banning the use, sale, and manufacture of devices such as tints, shades, or coatings that interfere with visual or electronic plate readability. This includes interference with toll systems, law enforcement tools, and emissions monitoring technologies. The bill also prohibits manufacturing these devices in California and increases the penalty for selling or manufacturing them from $250 to $1,000 per item. The bill also institutes a $250 fine for using these devices. For OCTA, AB 1085 would help reduce toll evasion by targeting products designed to obscure license plates, which result in lost revenue and higher enforcement costs. OCTA's 91 Express Lanes alone lose an estimated $204,000 annually due to obstructed plates, with further losses expected with the implementation of the 405 Express Lanes. These devices not only impact tolling systems but also impede criminal investigations and public safety efforts by hiding vehicle identities.

SB 71 (Wiener, D-San Francisco): California Environmental Quality Act: Exemptions: Environmental Leadership Transit Projects
Position: Support
Status: Pending concurrence in Senate

SB 71 would extend and clarify exemptions under the California Environmental Quality Act (CEQA) for transit and active transportation projects, offering long-term certainty and expanded eligibility for transportation agencies like OCTA. Through 2030, the bill exempts pedestrian and bicycle facilities, transit prioritization projects, bus, bus rapid transit, and light rail service (including related stations and operations facilities), as well as infrastructure for zero-emission buses, trains, and ferries. Through 2032, exemptions also apply to projects expanding microtransit, paratransit, shuttle, ferry, passenger rail, and other transit services when they primarily use near-zero-emission, low-nitrogen oxide, compressed natural gas, or hybrid technologies. Through 2040, exemptions are extended to facilities used primarily by Tier 4 (or cleaner) locomotives and rolling stock that are not zero-emission.

To qualify for these exemptions, agencies must meet specific requirements. The project cannot create new automobile capacity and must be located within an existing public right-of-way. For projects that exceed $50 million, agencies must conduct specific analyses and hold public meetings. Additionally, projects cannot demolish affordable housing units and must meet labor requirements. SB 71 also reinforces the legal framework for such projects by clarifying that cost thresholds triggering additional review are based on the engineer's estimate at the time the exemption is sought. It also allows these thresholds to adjust with inflation, preventing unexpected disqualifications as costs rise over time.

For OCTA, SB 71 would help streamline future efforts similar to the OC Connect project, which is creating a four-mile active transportation trail linking the cities of Santa Ana and Garden Grove. Projects like OC Connect benefit from CEQA streamlining because they are built within existing public rights-of-way, do not increase vehicle capacity, and support regional goals for clean, multimodal travel.

SB 364 (Strickland, R-Huntington Beach): Outdoor Advertising Displays: Permits: New Alignments
Position: Support
Status: Pending on Assembly Floor

SB 364 streamlines the state's outdoor advertising permit process by allowing applications to be submitted for displays along highway segments once those segments are open for public use, even if the overall highway project has not yet been formally accepted as complete. Under current law, the California Department of Transportation (Caltrans) is not obligated to process advertising display permit applications until a highway project reaches official completion. This can result in unnecessary delays, even when portions of a project are already open and operational.

SB 364 directs Caltrans to begin processing outdoor advertising permits as soon as a highway segment is open to vehicular traffic, provided the proposed display location is within 1,000 feet of the open segment. Caltrans is only required to process, not specifically approve, permit applications under these conditions. For OCTA and its local government partners, SB 364 supports more efficient alignment between infrastructure delivery and permitting, helping to prevent bottlenecks that delay signage placement along newly opened roads. Several Orange County cities have encountered setbacks under current practice when trying to place displays near highway segments that are in use but not officially completed. This bill addresses this concern while preserving all applicable safety, operational, and regulatory requirements.

Cap-and-Trade and State Budget Negotiations Update

California's Cap-and-Trade Program currently provides funding via ongoing appropriations for public transportation through key programs: the Low Carbon Transit Operations Program (LCTOP) and the Transit and Intercity Rail Capital Program (TIRCP). LCTOP distributes formula-based funding annually to support projects that reduce greenhouse gas emissions, while TIRCP awards competitive funding for major transit and rail improvements. LCTOP receives five percent of annual revenues each year and TIRCP receives ten percent. OCTA has received funding from both programs. The OC Streetcar and Coastal Rail Resiliency Improvements have been supported by TIRCP, and Youth Ride Free and the College Pass Program have been funded through LCTOP.

The Legislature and Governor have both indicated an intention to reauthorize California's Cap-and-Trade Program this year as it expires in 2030. At the time of the writing of this staff report, bill language for the reauthorization was released as AB 1207 (Irwin, D-Thousand Oaks) renaming the program the "Cap-and-Invest Program" and extends the program through 2045, in conjunction with a new expenditure plan structure outlined under SB 840 (Limon, D-Santa Barbara). The new expenditure plan language dedicates $1 billion annually to high-speed rail and $1 billion to legislative discretionary programs, beginning in FY 2026–27, and sets baseline annual funding levels of $800 million for the Affordable Housing and Sustainable Communities Program, $400 million for TIRCP, $200 million for LCTOP, $200 million for forestry and fire protection, and $130 million for safe drinking water. This is in addition to about $200 million taken off the top for areas such as green manufacturing. Revenues above these amounts could be redirected at legislative discretion. As the bill was only just introduced, not all details are available. Negotiations remain fluid and will continue to evolve in the near term.

Recent letters sent prior to the release of the Cap-and-Trade reauthorization bill highlight perspectives from Southern California stakeholders. The first letter is from a coalition of Southern California transit agencies, including OCTA, the Los Angeles County Metropolitan Transportation Authority, Metrolink, the Riverside County Transportation Commission, the San Bernardino County Transportation Authority, the Southern California Association of Governments (SCAG), and the Ventura County Transportation Commission. Addressed to pro Tem McGuire, Speaker Rivas, Senator Scott Wiener (D-San Francisco), and Assembly Member Jesse Gabriel (D-Encino), the letter outlines regional priorities for reauthorization. These include ensuring proportional investment in Southern California, maintaining or increasing funding for the TIRCP and the LCTOP, and establishing a dedicated funding source for regional rail operations. The letter emphasizes that stable, long-term investment is critical to supporting California's climate and mobility goals. The priorities expressed are consistent with OCTA's Board-approved Cap-and-Trade principles. This letter is included as Attachment A.

A second letter was submitted by the Los Angeles County Legislative Delegation, led by Senator Henry Stern (D-Calabasas), to Governor Newsom, Senate President pro Tempore Mike McGuire (D-Healdsburg), and Assembly Speaker Robert Rivas (D-Hollister) urging that $3.3 billion annually from Cap-and-Trade revenues be invested in Los Angeles County regional transit. Their letter notes the region's high travel demand, ongoing air quality challenges, and the need for equity in funding distribution. It calls for investments to increase bus and rail service frequency, support for capital improvements such as electrification and grade separations, and prioritize projects benefiting disadvantaged communities. This letter is included as Attachment B. Similarly, a letter was submitted by the Bay Area Legislative Delegation, led by Senator Dave Cortese, Chair of the Senate Transportation Committee,

requesting $2.2 billion annually from Cap-and-Trade revenues for key Bay Area bookend projects. This letter is included as Attachment C.

Together, these letters reflect the ongoing discussions about how Cap-and-Trade revenues should be allocated. While legislative negotiations continue, both elected officials and transit agencies have emphasized the importance of ensuring that funding commitments are structured to provide long-term benefits across regions, including Southern California.

In addition to the ongoing negotiations around Cap-and-Trade reauthorization, the Legislature moved forward on a Budget Bill Jr. before session ended, appropriating $368 million for the Greenhouse Gas Reduction Fund, the primary revenue account of Cap-and-Trade. This includes $180 million for TIRCP Cycle 6 and $188 million for the SB 125 (Chapter 54, Statutes of 2023) formula-based TIRCP, following through on commitments in the 2025 Budget Act that had been previously flagged as at risk. The bill also postponed consideration of General Fund loans for Bay Area transit agencies and the Los Angeles region until the fiscal year 2026-27 state budget, noting additional analysis to be done by the Department of Finance on the framework of any potential loan. Finally, the bill begins the appropriations of funding from the Climate Bond, including $62 million for coastal resilience projects.

Negotiations are quickly evolving; staff will provide a verbal update of where things stand at the September 18, 2025, Legislative and Communications Committee meeting.

Formation of California Sustainable Communities Task Force

On August 25, 2025, California Transportation Secretary Toks Omishakin announced the establishment of the California Sustainable Communities Task Force (Task Force), a 30-member body formed to coordinate work on the state's climate, housing, equity, and transportation goals. The Task Force builds on existing state climate initiatives, including SB 375 (Chapter 375, Statutes of 2008) and the California Air Resources Board's (CARB) 2022 Scoping Plan, which outlines a pathway to carbon neutrality by 2045. The Task Force will also coordinate with Caltrans, the California Transportation Commission, CARB, the Department of Housing and Community Development, the Governor's Office of Land Use and Climate Innovation, and the Strategic Growth Council.

The Task Force includes representatives from state and regional agencies, local governments, transit providers, community-based organizations, housing and environmental groups, academic institutions, and rural and underserved communities. Notably, SCAG, the Riverside County Transportation Commission, and Los Angeles County Metropolitan Transportation Authority are represented, along with statewide advocacy organizations such as the California Transit Association and the California Association of Councils of Governments. OCTA

is not included as a member of the Task Force. The press release with the full list of participants is included as Attachment D.

The Task Force will develop policy recommendations intended to assist regions in reducing greenhouse gas emissions, aligning land-use and transportation planning, and advancing implementation of sustainable communities strategies. Focus areas identified for the Task Force include sustainable transportation and land-use planning, system management and pricing strategies, climate resilience and adaptation, funding and governance for regional implementation, and updated metrics and modeling approaches. The Task Force is expected to produce a final report in November 2026 with recommendations for legislative, regulatory, and budgetary actions to support regional implementation of sustainable communities strategies, statewide greenhouse gas emissions, and vehicle miles traveled reduction goals.

Summary of Assembly Transportation Committee Informational Hearing on Alternatives to the Gas Tax

On August 25, 2025, the Assembly Committee on Transportation, chaired by Assembly Member Lori Wilson (D-Suisun City), held an informational hearing titled *"Other States' Alternatives to the Gas Tax."* The discussion focused on the challenge California faces as gas tax revenues decline, with projections showing a $31 billion shortfall in the next decade. Lawmakers heard from researchers and state transportation officials about options for sustainable and equitable funding mechanisms that other states have begun to implement.

Douglas Shinkle of the National Conference of State Legislatures explained that gas taxes have fallen from 41 percent of state transportation revenue in 2016 to 36 percent in 2024. He outlined approaches such as electric vehicle (EV) registration fees, delivery surcharges, and road usage charges (RUC). Dr. Alan Jenn of the UC Institute for Transportation Studies assessed alternatives, concluding that while RUCs best reflect a user-pays system, they present higher administrative costs. Trish Hendren of the Eastern Transportation Coalition stressed the importance of public outreach and pilot programs, noting that concerns over privacy, fairness, and cost can be addressed through careful program design.

Committee members raised concerns about equity and affordability. Assembly Member Rhodesia Ransom (D-Stockton) questioned how commuters who must drive long distances would fare under a mileage-based system, while Assembly Member Tom Lackey (R-Palmdale) cautioned against imposing a new tax without repealing the gas tax, arguing that California's high fuel costs are already burdening working families. Chair Wilson emphasized that no proposal has yet been introduced and that affordability will remain a central consideration as the Legislature develops options.

Officials from Hawaii, Oregon, Utah, and Virginia described their programs. Hawaii launched its RUC program in July 2025, requiring EV owners to choose between a per-mile fee or a $50 flat fee, with mandatory participation beginning in 2028 and expansion to all light-duty vehicles by 2033. Utah has offered EV drivers a choice between a per-mile fee and a $143 annual fee since 2020, with nearly 10,000 participants and costs declining as the program scales. Oregon, the first state to operate an RUC, is now considering mandatory enrollment for EVs by 2027 and hybrids by 2028. Virginia pairs a Highway Use Fee on fuel-efficient vehicles with an optional Mileage Choice Program that lets drivers pay per mile instead, with about 23,000 enrollees to date.

The hearing underscored the urgency of replacing or supplementing the gas tax with sustainable revenue streams. While RUCs and other mechanisms show promise, California lawmakers must weigh funding needs against affordability, fairness, and climate policy goals as they chart a path forward.

Senate Transportation Subcommittee on Los Angeles – San Diego – San Luis Obispo Rail Corridor Resiliency Hearing

On August 28, 2025, the Senate Transportation Subcommittee on LOSSAN Rail Corridor Resiliency, chaired by Senator Catherine Blakespear (D-Encinitas), held an informational hearing entitled *"Getting it Right – Advancing Rail Reforms in Southern California."* The hearing examined strategies to increase ridership, deliver projects more effectively, and improve governance for the state's second busiest passenger rail corridor. In her opening remarks, Chair Blakespear emphasized the state's goal of boosting rail ridership by 20 percent and announced her intent to advance governance reforms through SB 1098 (Chapter 777, Statutes of 2024). The first panel featured Chad Edison, Chief Deputy Secretary for Rail and Transit at the California State Transportation Agency, and Kyle Gradinger, Chief of the Division of Rail at Caltrans. Both discussed preparations for the 2028 Olympics, the status of implementing SB 1098, and the corridor identification process, stressing that reliability and frequency must guide investments. The second panel included Philip Mark Plotch, Principal Researcher and Senior Fellow at the Eno Center for Transportation, Gillian Gillett, Manager of the California Integrated Mobility Program at Caltrans, Darbi Berry, Director of the San Diego Regional Climate Collaborative at the University of San Diego, and Professor Kari Edison Watkins of the University of California, Davis. Testimony addressed high project delivery costs, adoption of General Transit Feed Specification real-time data standards, expansion of statewide payment options, and strategies to reverse ridership declines. The third panel featured Juan Matute, Deputy Director of the University of California, Los Angeles Institute of Transportation Studies, Professor Genevieve Giuliano of the University of Southern California, and Frank Jimenez, Senior Fiscal and Policy Analyst at the Legislative Analyst's Office. They encouraged updates to the Transportation Development Act, consideration of state ownership of rail assets, exploration of open-loop fare systems and road

user charges, and reevaluation of governance structures and funding mechanisms.

During discussion, Chair Blakespear raised concerns about the ability of regional agencies such as the San Diego Association of Governments to deliver major projects, citing delays despite significant state funding allocations. Witnesses cited environmental review processes and the dominance of local perspectives as barriers to progress.

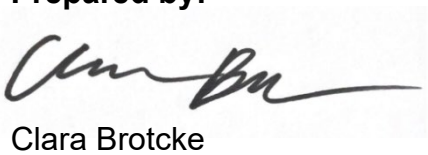
***Summary***

An update is provided on legislation that the Orange County Transportation Authority has taken a position on. An update on Cap-and-Trade and the formation of a new task force on sustainable communities is provided. Two summaries of informational hearings related to transportation are given.

***Attachments***

A. Letter from Stephanie Wiggins, Chief Executive Officer, Los Angeles County Metropolitan Transportation Authority, and others, to the Honorable Mike McGuire, President pro Tempore, California State Senate, and others, dated August 21, 2025, re: Cap-and-Trade Reauthorization Priorities
B. Letter from the Honorable Henry Stern, Member, California State Senate, and others, to the Honorable Gavin Newsom, Governor, State of California, and others, dated August 26, 2025
C. Letter from the Honorable Dave Cortese, Chair, California State Senate Transportation Committee, and others, to the Honorable Gavin Newsom, Governor, State of California, and others, dated September 2, 2025
D. List of Sustainable Communities Task Force Participants, California State Transportation Agency

**Prepared by:**



Clara Brotcke
Government Relations Representative, Associate,
Government Relations
(714) 560-5329

**Approved by:**



Kristin Jacinto
Executive Director,
Government Relations
(714) 560-5754

August 21, 2025

The Honorable Mike McGuire
President pro Tempore
California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker
California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

The Honorable Scott Wiener, Chair
Senate Budget & Fiscal Review
Committee
1021 O Street, Suite 8620
Sacramento, CA 95814

The Honorable Jesse Gabriel, Chair
Assembly Committee on Budget
1021 O Street, Suite 8230
Sacramento, CA 95814

**RE: Cap-and-Trade Reauthorization Priorities**

Dear pro Tem McGuire, Speaker Rivas, Chair Wiener and Chair Gabriel:

We, the undersigned representatives of Southern California transit agencies, write to express our support for prioritizing investment in regional transit systems as part of the reauthorization of the State's Cap-and-Trade program, and outline our priorities for the program going forward. The Southern California region served by Metrolink and our transit systems is home to over 20 million people and includes some of the highest concentrations of disadvantaged communities. The region faces both severe air quality challenges and significant greenhouse gas emissions. We have developed a comprehensive regionwide strategy to reduce these emissions and meet the region's greenhouse gas emission reduction targets via the Southern California Association of Governments' Sustainable Communities Strategy, recently approved by the California Air Resources Board. However, much of that strategy is predicated on the need to grow and maintain our region's transit system and services. As such, it is imperative that cap-and-trade funds be invested proportionately in our region for transit purposes.

A robust cap-and-trade investment plan is critical to the success of meeting the State's climate goals, and we are grateful to the Governor and our legislative colleagues for your

commitment to improving this program and transportation across the State. The decision before the State today is one that will have a 20-year impact on progress towards a healthier and more sustainable climate. This investment plan will be a product of our State's values and priorities for the future. As we continue to consider the future of our State's climate goals, we would like to outline priorities and solutions for ensuring that public transit is an integral part of this reauthorization. With that in mind, we would like to highlight the following three key priorities.

1. **If the Legislature provides long-term, guaranteed minimum funding to high-speed rail, a proportionate share of that funding must be directed to Southern California.** The Governor's investment plan, as proposed today, would make the California High-Speed Rail project the only substantive infrastructure investment by the State, with no guarantee that any of this investment will take place in Southern California over the next 20 years. The Legislature should direct a share of HSR funding to Southern California's regional rail system projects that have a direct connection to the future HSR network. These investments in regional rail will yield immediate benefits for California's largest population centers and help support mode shift and emission reduction goals.

2. **Maintain or increase the share of cap-and-trade funding directed towards the Transit and Intercity Rail Capital Program (TIRCP)**. TIRCP supports transit capital project construction, which creates thousands of jobs, leading to increased economic development and a reduction in greenhouse gas emissions. Over the next two decades, transit agencies will bring forward projects across the region that will improve mobility, reduce vehicle miles traveled, and preserve the backbone of our State's rail system. Though many counties have voted to tax themselves to fund transportation projects, robust investment from state and federal sources is crucial to the advancement of these connections. Currently, TIRCP receives 10 percent of cap-and-trade funding each year via ongoing appropriations. In addition, cap-and-trade funding has been used for recent TIRCP formula programs to directly assist transit agencies with operating and capital needs. These projects and programs would not receive any significant funding under the current proposal. Further, it is unclear if existing committed funds dedicated to transit projects through 2030 will be maintained. Both the honoring of existing commitments and a future dedication of funding for TIRCP are necessary to sustain regional transit needs.

3. **Maintain or increase the share of cap-and-trade funding dedicated towards the Low Carbon Transit Operations Program (LCTOP).** LCTOP supports innovative operations programs within our region, including transit pass programs that enable youth to ride transit for free, university partnerships, and other fare promotions. In addition, the

program also helps fund the operations of new transit services, the region's transition to a zero-emission transit fleet, and other programs that help drive ridership and reduce emissions. Receiving 5 percent of annual appropriations from cap-and-trade, this program is the only formula-based cap-and-trade program for transit, guaranteeing funding for all transit agencies.

4. **We urge that any reauthorization provide a flexible dedicated funding source for regional rail agency operations, a critical tool for meeting the State's climate goals.** Regional rail services play a significant role in reducing single occupancy vehicle trips throughout California. Last year, Metrolink removed over 4.1 million car trips from California's congested roads with an average trip length of 36.7 miles. As part of the reauthorization process, we request that the State dedicate a share of cap-and-trade funding to establish a dedicated funding source that Regional Transportation Planning Agencies can use to support regional rail operations. Funds would support agencies like Metrolink, North County Transportation District's Coaster, and others throughout the state. A dedicated funding source for regional rail agency operations is critical to meeting the State's climate goals.

Thank you for considering our letter and priorities. We look forward to further dialogue with you as you consider the future of Cap-and-Trade.

Sincerely,

Stephanie Wiggins
Chief Executive Officer
Los Angeles County Metropolitan Transit Authority

Darren M. Kettle
Chief Executive Officer
Metrolink

Darrell Johnson
Chief Executive Officer
Orange County Transportation Authority

Aaron Hake
Executive Director
Riverside County Transportation Commission

Carolyn Schindler
Executive Director
San Bernardino County Transportation Authority

Kome Ajise
Executive Director
Southern California Association of Governments

Martin Erickson
Executive Director
Ventura County Transportation Commission

**ATTACHMENT B**

LOS ANGELES COUNTY
LEGISLATIVE DELEGATION

August 26, 2025

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

The Honorable Mike McGuire
President pro Tempore, California State Senate
1021 O Street, Suite 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker, California State Assembly
1021 O Street, Suite 8330
Sacramento, CA 95814

Dear Governor Newsom, pro Tem McGuire, and Speaker Rivas:

We, the undersigned members of the Los Angeles County Legislative Delegation, write to express our support for the reauthorization of the state's Cap-and-Trade program, outline our priorities for the program going forward and respectfully request $3.3 billion annually from the fund be invested in Los Angeles County regional transit.

We reject efforts to sabotage or cancel the high-speed rail project outright, as President Trump attempted to do. Resetting the politics of high-speed rail means ensuring fairness for all regions of California. Our communities deserve their fair share. The need is clear that Los Angeles County has unique challenges:

Driving demand is highest in Los Angeles County: According to Caltrans' 2024 Mobility Performance Report, District 7 (Los Angeles/Ventura) records nearly 9 billion daily freeway miles traveled—more than any other Caltrans district. When combined with neighboring Southern California districts (8, 11, and 12), the SCAG region carries over 21 billion daily freeway miles, dwarfing the Central Valley's ~2.4 billion.

Ridership and equity demands: Millions of Los Angeles County residents already depend on Metro bus and rail, Metrolink, and municipal operators. Yet service has not kept pace with need: transit ridership is still 25–30% below pre-pandemic levels, even as freeway traffic has nearly fully rebounded. Without

significant investment, super-commuters from the Valley, South LA, and the Inland Empire remain locked into long, expensive car trips.

Climate and health urgency: The South Coast Air Basin continues to be in extreme non-attainment of federal ozone standards. Los Angeles County communities—especially in the San Fernando Valley, South Los Angeles, and along goods-movement corridors—bear the brunt of pollution from vehicles and freight.

In light of previous investments in the Bay Area and the Central Valley transportation, and the current proposal to appropriate $1 billion annually for high-speed rail, fairness and climate science require that $3.3 billion annually be invested in Los Angeles County regional transit. This funding should:

1. Support operations to increase bus and rail service frequency, improve reliability, and restore transit as a competitive option for daily commuters.

2. Fund capital improvements, including regional connectors to high speed rail, bus rapid transit corridors, electrification of bus and rail fleets, first/last-mile safety and grade separations that reduce delays.

3. Advance equity mandates, by prioritizing projects with high road labor standards and community benefits that serve disadvantaged communities.

Thank you for your attention to this matter.

Sincerely,

TINA McKINNOR
61st Assembly District
Chair, LA County Legislative Delegation

MARIA ELENA DURAZO
26th Senate District
Vice Chair, LA County Legislative Delegation

MARK GONZALEZ
54th Assembly District

HENRY STERN
27th Senate District

CAROLINE MENJIVAR
20th Senate District

LOLA SMALLWOOD-CUEVAS
28th Senate District

SUSAN RUBIO
22nd Senate District

JOHN HARABEDIAN
41st Assembly District

BLANCA PACHECO
64th Assembly District

MIKE GIPSON
65th Assembly District

BOB ARCHULETTA
30th Senate District

LENA GONZALEZ
33rd Senate District

BEN ALLEN
24th Senate District

SASHA RENEE PEREZ
25th Senate District

Letter to Governor Newsom, pro Tem McGuire, and Speaker Rivas
August 26, 2025

Michelle R AD53

AD66

Sharon Quirk-Silva AD67

Blanca E. Rubio
AD48

AD55

AD62

Lisa Calderon AD56

AD57

AD39

AD40

AD49

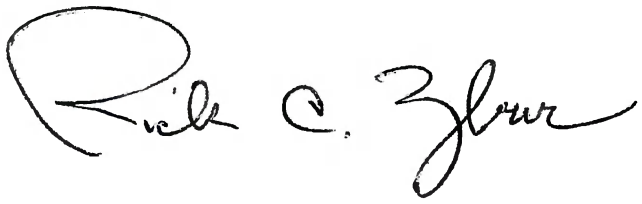
AD44

AD 69

Letter to Governor Newsom, pro Tem McGuire, and Speaker Rivas
August 26, 2025



LAURA RICHARDSON
35th Senate District



RICK CHAVEZ ZBUR
51st Assembly District



CELESTE RODRIGUEZ
43rd Assembly District

**ATTACHMENT C**

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115

California Legislature

September 2, 2025

The Honorable Mike McGuire
Senate pro Tem
1021 O Street, Ste. 8518
Sacramento, CA 95814

The Honorable Robert Rivas
Speaker of the Assembly
1021 O Street, Ste. 8330
Sacramento, CA 95814

The Honorable Monique Limón
Chair, Senate Climate Working Group
1021 O Street, Ste. 7610
Sacramento, CA 95814

The Honorable Jacqui Irwin
Chair, Assembly Cap & Trade Working Group
1021 O Street, Ste. 5630
Sacramento, CA 95814

The Honorable Gavin Newsom
Governor of California
1021 O Street, Ste. 9000
Sacramento, CA 95814

**RE: Reauthorize Cap and Invest with Bookend Investments for the Bay Area**

Dear Governor Newsom, Speaker Rivas, pro Tem McGuire, Chair Limón, and Chair Irwin,

As State Senators and Assemblymembers representing the Bay Area, we strongly support reauthorizing California's Cap and Invest program through at least 2045 and respectfully request $2.2 billion annually for key Bay Area bookend projects. This program is one of the state's most effective tools to cut greenhouse gas emissions while funding the transportation and housing infrastructure that underpins California's climate, equity, and economic goals.

A long-term extension will provide certainty, stability, and momentum for transformative investments. However, California High-Speed Rail's (HSR) transformation hinges on having modern infrastructure and seamless connections into the Bay Area and the Los Angeles metropolitan region, the state's largest populations and job centers. We support advancing critical bookend projects that will deliver immediate benefits and ensure the Bay Area is ready when high-speed trains arrive. These projects include San José's Diridon Station, The Portal in San Francisco, grade separations and safety improvements along the Caltrain corridor, and electrification from Gilroy to San José.

With construction advancing in the Central Valley, now is the moment to augment or set aside a portion of cap and invest funds for bookend investments for bookend investments. Investing in these bookend projects is a win-win: they strengthen today's regional rail systems, reduce

greenhouse gas emissions, cut congestion, and improve air quality while laying the foundation for high-speed service.

These projects also create jobs, increase ridership, leverage federal, regional, and local resources, and reduce costs through concurrent delivery with construction in the Central Valley. Because they require years of planning and construction, delay would jeopardize long-term readiness. California can maximize community benefits and ensure the Bay Area is fully prepared for HSR.

We strongly urge you to reauthorize Cap and Invest and include allocations for HSR bookend projects. California cannot meet its full mobility potential and deliver on the promise of HSR without robust bookend investments in the Bay Area. We need to go full steam ahead on these investments to unlock HSR's potential and connect California's social and economic engines.

Sincerely,



Dave Cortese
State Senate, District 15



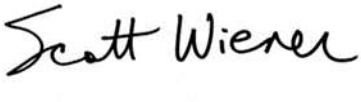
Ash Kalra
State Assembly, District 25



Josh Becker
State Senate, District 13



Gail Pellerin,
State Assembly, District 28



Scott Wiener
State Senate, District 11



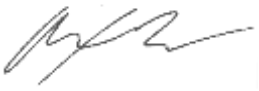
Matt Haney
State Assembly, District 17



Marc Berman
State Assembly, District 23



Catherine Stefanie
State Assembly, District 19



Alex Lee
State Assembly, District 24

cc. Governor Gavin Newsom,
California Transportation Commissioners,
James Hacker, Undersecretary of the California State Transportation Agency,
Dina El-Tawansy, Director of California Department of Transportation,
Myles White, Governor's Office

Secretary Omishakin Launches California Sustainable Communities Task Force

Published: Aug 26, 2025

**SACRAMENTO, Calif.** — In a bold move to accelerate climate action solutions, California Transportation Secretary (CalSTA) Toks Omishakin today announced the California Sustainable Communities Task Force (SCTF) – a cross-sector coalition tasked with catalyzing the implementation of California's climate, housing, equity and transportation goals. Bringing together leaders from every corner of California, the task force will focus on urgent coordinated strategies to deliver on the promise of sustainable, thriving communities.

Inclusive, cross-sector participation on the task force includes leaders from state and regional agencies, local governments, transit providers, community-based organizations, housing and environmental advocates, academic institutions and rural and underserved community voices to shape a comprehensive report of policy recommendations. The task force will develop a set of policy recommendations focused on empowering regions throughout California to reduce emissions, align transportation and land use outcomes and further transition California from planning to action on regional Sustainable Communities Strategies.

"This task force is about turning urgency into action," said Secretary Omishakin. "With Governor Gavin Newsom's bold climate vision guiding us, California is committed to delivering real, measurable progress. By uniting experts and communities from across the state, California is building practical, scalable solutions that will continue to drive sustainable and inclusive growth."

Secretary Omishakin has appointed the following members to participate on the Task Force:

- Aaron Hake, Executive Director of Riverside County Transportation Commission
- Alison Hughes, Chief Consultant of California Senate Housing Committee
- Antoinette Meier, Senior Director of Regional Planning of San Diego Council of Governments
- Colin Parent, Chief Executive Officer and General Counsel of Circulate San Diego
- Dan Dunmoyer, President and Chief Executive Officer of California Building Industry Association

- Eric Will, Policy Advocate of Rural County Representatives of California
- Hana Creger, Associate Director of Climate Equity of The Greenlining Institute
- James Corless, Executive Director of Sacramento Associated Council of Government
- Jeanie Ward-Waller, Interim Executive Director of ClimatePlan
- Julia Kingsley, Consultant of California Assembly Transportation Committee
- Julie Lo, Deputy Director of Programs of Housing California
- Kate Gordon, Chief Executive Officer of California Forward
- Kiana Valentine, Executive Director of Transportation California
- Commissioner Lee Ann Eager, California Transportation Commission
- Lisa Engel, Chief Consultant of California Assembly Housing Committee Consultant
- Liz O'Donoghue, Resilient Communities Strategy Director of The Nature Conservancy
- Mariela Ruacho, Senior Director of American Lung Association
- Matt Maloney, Metro Planning & Policy Deputy Executive Director of Metropolitan Transportation Commission
- Mark Neuburger, Housing, Land Use & Transportation Legislative Advocate of California State Association of Counties
- Maura Twomey, Executive Director of Association of Monterey Bay Area Governments
- Melissa White, Principal Consultant for the California Senate Transportation Committee
- Michael Pimentel, Executive Director of California Transit Association
- Sabrina Bradbury, Deputy Director of CALCOG
- Sarah Jepson, Chief Planning Officer of Southern California Association of Governments
- Sean Tiedgan, Executive Director of Shasta Regional Transportation Agency
- Sujata Srivastava, Chief of Policy of SPUR
- Dr. Susan Shaheen, Board Member of California Air Resources Board
- Susanna Reyes, Sustainability Policy Director of LA Metro
- Ted Smalley, Executive Director of Tulare County Association of Governments
- Zak Accuardi, Director of Mobility Choices, Climate and Energy of Natural Resources Defense Council

Additionally, representatives from Caltrans, the California Transportation Commission, California Air Resources Board, Department of Housing and Community Development, the Governor’s Office of Land Use & Climate Innovation and the California Strategic Growth Council will work collaboratively with CalSTA to participate in and support SCTF. The Task Force will also be supported by expert researchers and academics

from UC Davis Institute of Transportation Studies and consultant Egon Terplan.

**Advancing State Climate and Equity Goals**

The creation of the California Sustainable Communities Task Force builds on over a decade of climate planning, including the passage of Senate Bill 375 (Steinberg, 2008) and the California Air Resources Board's 2022 Scoping Plan, which outlines the state's roadmap to carbon neutrality by 2045.

**Key areas of exploration will include:**

- Sustainable transportation investments and land use planning
- Transportation system management and pricing strategies
- Climate resilience and adaptation
- Funding and authority needed for regional implementation
- Updated success metrics and modeling approaches

"The Sustainable Communities Task Force is a powerful opportunity to bridge policy and practice," said California Air Resources Board Chair Liane Randolph. "By bringing together diverse voices and aligning our climate, housing and transportation strategies, we can deliver real benefits to communities across California."

The task force will produce a final report in November 2026 with recommendations for legislative, regulatory and budgetary actions to support implementation of Sustainable Communities Strategies and meet statewide greenhouse gas and vehicle miles traveled reduction goals.

For information on the California Sustainable Communities Task Force, visit CalSTA's calsta.ca.gov/newsroom.

OCTA

*MEMO*

**September 17, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.

OCTA

***September 18, 2025***

***To:*** Legislative and Communications Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Federal Legislative Status Report

## *Overview*

The Orange County Transportation Authority regularly updates the Legislative and Communications Committee on policy and regulatory issues directly impacting the agency's programs, projects, and operations. This status report includes information on the House and Senate fiscal year 2026 Transportation, Housing, and Urban Development appropriations bill, an update on the proposal to repeal the 2009 Greenhouse Gas Endangerment Finding, recent executive orders, a letter from Members of Congress related to bus purchase prices, and an update pertaining to federal actions related to the California High-Speed Rail Authority. Overviews are provided on a Senate Environment and Public Works Committee hearing and a House Transportation and Infrastructure Committee hearing.

## *Recommendation*

Receive and file as an information item.

## *Discussion*

Fiscal Year 2026 House Appropriations Update

On July 17, 2025, the House of Representatives (House) Appropriations Transportation, Housing, and Urban Development (THUD) Subcommittee, by a vote of 35-28, approved the fiscal year (FY) 2026 THUD appropriations bill. The bill set annual discretionary and supplemental funding levels for the Department of Transportation (DOT). The House FY 2026 THUD bill proposes a total discretionary allocation of $89 billion, nearly five percent below the FY 2025 enacted level. Additionally, the House THUD bill provides a discretionary total of about $90 billion, prioritizing air traffic control infrastructure and transportation safety.

Under the House THUD bill, the Federal Highway Administration (FHWA) would receive $64.4 billion, which is nearly $2 billion above the FY 2025 enacted level. This includes $954 million for 464 highway projects identified through member requests, known as Community Project Funding (CPF) or earmarks. By comparison, the Federal Transit Administration (FTA) would receive a total of $14.9 billion, marking a $1.8 billion decrease from the previous FY. It should be noted that consistent with the Infrastructure Investments and Jobs Act (IIJA), contract authority remains steady for the FTA. While only $54 million in new discretionary funding is provided for the Capital Investment Grants (CIG) Program, the bill utilizes carryover funds from FY 2025 and $1.6 billion in IIJA advance appropriations to support every transit capital project ready to proceed in 2026. It should be noted that the House THUD bill does not provide additional discretionary funding over authorized amounts for several competitive grant programs, such as the Low or No Emission and Buses and Bus Facilities program.

The Federal Railroad Administration (FRA) receives $3.1 billion, which is $198 million above the FY 2025 enacted level. This includes $2.3 billion for Amtrak, split between the Northeast Corridor and the National Network, and $538 million for the Consolidated Rail Infrastructure and Safety Improvements Program with a portion reserved for community-designated projects. The proposal also transfers $1.4 billion from Federal-State Partnership (FSP) to the Amtrak National Network and $925 million from the FSP to the Amtrak Northeast Corridor.

Beyond funding levels, the House bill includes a comprehensive suite of transportation policy directives in its report language that signal congressional intent across a broad range of technical, regulatory, and equity-related issues.

Among the notable directives:

- The DOT is to accelerate the use of digital project delivery tools across federally funded projects, enhancing efficiency and cost-effectiveness.

- The Buy America, Build America provisions receive renewed focus, with direction to the FHWA to issue clearer, more standardized guidance to reduce administrative burdens on state and local agencies.

- A call for a national Vehicle Miles Traveled pilot program, signaling renewed interest in mileage-based user fee structures as a future alternative to the gas tax.

- The FHWA is encouraged to continue supporting Vision Zero programs, pedestrian safety, and Safe Routes to School initiatives through interagency coordination.

- The reduction of greenhouse gas (GHG) emissions as a performance measure is explicitly restricted, reinforcing earlier congressional opposition to rulemaking in this area.

- A moratorium on equity-related initiatives, prohibiting the use of DOT grant funding in alignment with the 2022 DOT Equity Action Plan.

- The DOT is prohibited from using federal funds to adopt technologies such as foreign-manufactured Light Detection and Ranging systems, citing national security concerns.

- The DOT must also assess cybersecurity vulnerabilities in electric vehicles and prepare a report outlining mitigation strategies.

In addition to the directives outlined above, the full committee report accompanying the House FY 2026 THUD bill includes two notable general provisions. First, there is language that prohibits the DOT from providing any federal funds to the State of California for the California High-Speed Rail project or any substantially similar initiative, citing ongoing concerns with the project's cost, timeline, and scope. Second, there is a provision barring the use of funds to propose, implement, or enforce mask mandates for public transportation or transportation hubs in response to the coronavirus public health emergency.

Included in the House THUD appropriations bill is $3.73 billion in CPFs for transportation and housing-related projects. It should be noted that these are not finalized and are subject to continued negotiations. However, those requested by the Orange County Transportation Authority (OCTA) are included as follows:

- $1.7 million for the Interstate 5 (I-5) Improvement Project (Interstate 405 to State Route 55 [SR-55]) - submitted by Representative Young Kim (R-Fullerton).

- $3 million for the SR- 55 Improvement Project (I-5 to State Route 91) - submitted by Representative Kim.

- $850,000 for the I-5 Improvement Project (Avenida Pico to County Line) - submitted by Representative Mike Levin (D-Dana Point).

- $250,000 for Technology and Signal Upgrades – submitted by Representative Dave Min (D-Irvine).

This list does not include other projects that were submitted within Orange County, which were requested by individual cities, the County, or other transportation agencies such as Metrolink. Although a project may be included at this time, this does not guarantee that the project will receive funding in the final FY 2026 appropriations bill. Staff will continue to work with delegation

members throughout the appropriations process and will provide updates to the OCTA Board of Directors.

Fiscal Year 2026 Senate Appropriations Update

On July 24, 2025, the Senate Appropriations Committee, by a vote of 27-1, approved its FY 2026 THUD appropriations bill. The bill appropriates a total of $26.5 billion in discretionary funding for the DOT, about $1.3 billion above the FY 2025 enacted level, and utilizes a combination of new appropriations and IIJA advance appropriations to fund key federal transportation programs. The Senate THUD bill includes $63 billion for the FHWA, a $129 million increase from the FY 2025 enacted level, along with approximately $17 billion for the FTA, approximately the same as the FY 2025 enacted level. It also provides $2.9 billion for the FRA, a decrease of about $700 million from the FY 2025 enacted level. The Senate THUD bill differs in its approach from the House THUD bill with a greater emphasis on funding for public transportation, system accessibility, operational safety, and readiness for major international events. It also continues to provide new discretionary funding for several competitive grant programs, such as the Low or No Emission and Buses and Bus Facilities programs, that the House bill does not fund beyond previously authorized IIJA levels. In addition, the Committee limited the number of congressionally directed spending requests included in the bill, resulting in fewer earmarked transportation projects than in previous years, especially for California. The Senate bill does not include the policy restrictions contained in the House version of the bill.

The Senate THUD bill includes funding provisions across several areas of transportation, including capital transit programs, safety initiatives, planning for major international events, and coordination with housing-related policies. It also includes limited funding for operational support at large transit agencies. Of note:

- $3.5 billion is provided for the CIG Program, including $1.9 billion in FY 2026 appropriations and $1.6 billion in IIJA advance appropriations.

- $1.1 billion is provided for the Buses and Bus Facilities Program, continuing support for transit agencies to replace aging fleets and upgrade related infrastructure, particularly in areas with high ridership demand and low vehicle availability.

- $1.05 billion is included for the Low or No Emission Discretionary Grant Program, which supports transit agencies in acquiring zero-emission buses and charging or fueling infrastructure, contributing to system modernization and environmental goals.

- $950 million is provided for the State of Good Repair Grants Program to support maintenance and reinvestment in older transit systems with high-capacity usage.

The Senate bill also provides $20 million in operating assistance for transit safety, provided through a Transit Infrastructure Grant earmark that would be distributed via formula. This proposal would allow the ten largest transit agencies by ridership, which does not include OCTA, to use federal funds for the salaries and contracts of police officers, security personnel, and crisis intervention specialists. This represents a shift toward acknowledging public safety as a critical component of transit service restoration and passenger confidence.

The Senate bill also dedicates funding to ensure transportation readiness for upcoming international events. Specifically:

- $78.1 million is included to support transit operations during the 2026 Fédération Internationale de Football Association World Cup, which will be hosted across 11 United States (U.S.) cities over 39 days. This funding is intended to help agencies plan and deliver enhanced service, employ additional personnel, and strengthen transit security.

- $68 million is provided for the 2028 Olympic and Paralympic Games in Los Angeles (Games), to support a supplemental regional bus system, implement traffic surveillance and management systems, and establish dedicated transit lanes serving Games venues.

Update on Proposal to Repeal the 2009 GHG Emission Endangerment Finding

On Tuesday July 29, 2025, U.S. Environmental Protection Agency (EPA) Administrator Lee Zeldin announced that the agency would formally repeal the "Endangerment and Cause or Contribute Finding for Greenhouse Gases Under Section 202(a) of the Clean Air Act" (Endangerment Finding). The proposed repeal was published in the Federal Register on August 1, 2025, and is open for public comment through September 15, 2025, with hearings held throughout August.

The Endangerment Finding, issued under the Obama administration, concluded that six GHGs, including carbon dioxide, methane, and nitrous oxide, endanger public health and welfare due to their role in climate change. It provided the legal basis for a range of federal climate regulations, including vehicle emission standards, power plant carbon dioxide limits, and methane controls. This determination followed the 2007 Supreme Court ruling in *Massachusetts v. Environmental Protection Agency*, which required the agency to assess whether GHGs qualify as air pollutants under the Clean Air Act.

The EPA maintains that the Clean Air Act does not authorize the agency to regulate GHG emissions to address global climate change, asserting that the statute is limited to pollutants with local or regional impacts. The agency also claims that the Endangerment Finding misapplied the scientific record, and that the economic costs of regulation may outweigh the projected climate benefits.

Repealing the Endangerment Finding would mark a significant shift in federal environmental and transportation policy. It could lead to legal challenges regarding the EPA's authority to regulate GHG emissions, and raise questions about state rights, particularly California's authority to set its own vehicle emission standards under a federal waiver. This would have implications for states that follow California's standards, representing more than one-third of the national vehicle market.

For transportation agencies, the repeal may influence vehicle emissions requirements, funding programs tied to climate metrics, and long-term procurement and planning strategies, especially in jurisdictions pursuing independent climate goals. Staff will continue to monitor the proposed repeal and evaluate its potential impacts on regulatory compliance, funding opportunities, and agency operations.

Congressional Request for Government Accountability Office Review of Transit Bus Manufacturing Costs

On August 7, 2025, Representatives Rick Larsen (D-WA), Maxwell Frost (D-FL), and Mike Turner (R-OH), sent a letter to Comptroller General Gene L. Dodaro at the Government Accountability Office (GAO) requesting a comprehensive study on transit bus manufacturing and procurement. The letter is included in Attachment A and explains that millions of Americans depend on public transit and that federal programs such as the Low or No Emission Grant Program and the Buses and Bus Facilities Grant Program, administered by the FTA, provide critical support to transit agencies in purchasing buses. The members express concern that the high cost of manufacturing transit buses in the U.S. is creating significant challenges for transit agencies and the communities they serve. They reference a November 2024 GAO report showing that supply chain and manufacturing issues have been delaying bus acquisitions and driving up costs. The request asks the GAO to investigate the main factors influencing the cost of transit buses, compare these costs to those in other countries, examine how manufacturing and supply chain challenges affect federally funded procurements, and review the actions taken by federal, state, local, and industry stakeholders to reduce costs and improve delivery timelines.

Recent Executive Orders

On August 5, 2025, the President issued Executive Order (EO) 14328, entitled "Establishing the White House Task Force on the 2028 Summer Olympics". The EO creates a coordinated federal structure to assist in planning, organizing, and executing activities related to the Games in the U.S.

The task force will be chaired by the President and vice-chaired by the Vice President, with membership including the heads of key federal departments and agencies. It will be housed administratively within the Department of Homeland Security and will coordinate interagency efforts related to security,

transportation, border management, visa processing, and operational readiness for the Games. The task force will also identify and address potential legal, logistical, or regulatory barriers that could affect federal support.

Agency members are required to submit planning and activity reports to the task force by October 1, 2025. The task force is scheduled to terminate on December 31, 2028, unless extended by the President. OCTA staff will be monitoring for further details.

On August 7, 2025, the President issued EO 14332, “Improving Oversight of Federal Grantmaking.” The EO establishes new requirements for federal agencies in managing discretionary grants and funding opportunities. Agencies must appoint a senior political appointee to review and approve all funding opportunity announcements before release. All funding announcements must be written in plain language, and agencies are required to coordinate with one another to avoid duplication.

The EO also directs the Office of Management and Budget to revise federal guidance so that all discretionary grant agreements include termination-for-convenience clauses, allowing agencies to end grants when they no longer align with federal priorities. Agencies are instructed to amend existing agreements to include these provisions where legally permissible. In addition, grantees may face restrictions on drawing down funds without prior justification and authorization.

Finally, the EO prohibits the use of federal grant funds for activities such as racial preference programs, initiatives denying biological sex differences, and other categories defined as inconsistent with national priorities.

Marc Molinaro Confirmed as Administrator of the Federal Transit Administration

Marc Molinaro was confirmed by the U.S. Senate as the 16th Administrator of the FTA on August 2, 2025, by a vote of 71-23. He will officially assume leadership of the agency as of August 4, 2025. Molinaro brings a background in both federal and local government, having served as a U.S. Representative for New York’s 19th congressional district and previously as Dutchess County Executive. He began his public service career as Mayor of Tivoli, New York at the age of 19, one of the youngest in U.S. history.

During his confirmation hearing in March, Molinaro emphasized his commitment to continuing the FTA’s core mission of distributing federal transit funding effectively, particularly under the IIJA. He pledged to ensure the agency remains focused on safety, accessibility, and efficient grant management. Molinaro also highlighted the importance of protecting the FTA’s professional workforce and supporting both urban and rural transit agencies in navigating federal funding requirements.

His confirmation was supported by a range of transit stakeholders, including the American Public Transportation Association, the Transport Workers Union, and the American Bus Association.

Updates Related to the California High-Speed Rail Authority

On August 19, 2025, Chairman James Comer (R-KY), Chairman of the House Committee on Oversight and Government Reform (Committee), sent a letter to DOT Secretary Sean Duffy explaining that the Committee is opening an investigation into whether the California High-Speed Rail Authority (CHSRA) knowingly misrepresented ridership and financial forecasts to secure federal and state funding.

The Committee's request to DOT is broad in scope. It asks for all documents and communications from CHSRA, other California government entities, or third parties that were submitted to DOT to solicit or obtain state or federal funding for the CHSRA project. In addition, it seeks all documents and communications within the DOT analyzing the project's development and long-term viability, including but not limited to ridership projections, property acquisition, environmental reviews, and contracting.

This development comes on the heels of Secretary Duffy's rescission of federal funding for the CHSRA project. Specifically, in July 2025, Secretary Duffy announced the termination of approximately $4 billion in unspent federal funding for the CHSRA project. The decision followed a compliance review by the FRA that concluded the CHSRA had not met grant requirements and did not present a viable delivery path for the project. The State of California has since challenged the action in federal court.

In late August 2025, the DOT withdrew an additional $175 million in federal funding. This action affected several components of the CHSRA project, including the Le Grand Overcrossing on the Merced Extension, the planned Madera High-Speed Rail Station, the Downtown Extension Project in San Francisco, and grade separations in southern San Jose. Secretary Duffy described these project elements as unrealistic and cited inefficiency and lack of progress as the basis for the withdrawal.

House Transportation and Infrastructure Committee Hearing on DOT Budget Request

On July 16, 2025, the Transportation and Infrastructure Committee held a hearing entitled, "*Oversight of the Department of Transportation's Policies and Programs and Fiscal Year 2026 Budget Request*" with Secretary Duffy. The hearing reviewed the DOT's policy direction, project delivery delays, and grant management practices as lawmakers look ahead to the reauthorization of surface transportation programs before the IIJA expires in 2026.

Chairman Sam Graves (R-MO) emphasized the need for streamlined permitting and reduced administrative burdens, while Ranking Member Rick Larsen called on the DOT to expedite the processing of more than 1,300 pending grant agreements. Secretary Duffy stated that the DOT had advanced over a third of those grants and expected to clear the rest by early fall. He highlighted goals to increase permitting efficiency, modernize infrastructure systems, and provide states with more flexibility.

Lawmakers from both parties raised concerns about changes to discretionary grant criteria, potential rescissions of previously awarded funds, and proposed cuts to programs like electric vehicle charging. Representative Val Hoyle (D-OR) and Representative Valerie Foushee (D-NC) questioned the consistency in honoring prior funding decisions, while Representative Eric Crawford (R-AR) welcomed new investment in truck parking. Representatives Vince Fong (R-CA) and Doug LaMalfa (D-CA) both praised the DOT's decision to cancel previously awarded funding for the California High-Speed Rail project, describing it as a responsible move to redirect funds from what he called a costly and ineffective project.

While views diverged on issues such as transit equity, safety metrics, and regulatory reform, members across the aisle underscored the need to improve infrastructure delivery, funding predictability, and oversight. The hearing reflected the ongoing debate over how to balance flexibility and accountability as Congress prepares for the next surface transportation authorization.

Senate Committee on Environment and Public Works Hearing on Surface Transportation Reauthorization

On July 16, 2025, the Senate Committee on Environment and Public Works held a hearing titled "*Constructing the Surface Transportation Reauthorization Bill: Stakeholders' Perspectives*" to further construct the reauthorization bill with stakeholder's perspectives. Chairman Capito (R-WV) opened the hearing with her surface transportation reauthorization bill priorities which included improving safety and reliability of surface transportation networks, reforming and modernization of federal programs and policies, and addressing the variety of surface transportation needs through all states by giving states funding flexibility.

Witnesses emphasized the importance of strengthening direct federal investment in local governments to better address the unique needs of cities and communities across the country. Several speakers highlighted the value of grant programs that enable innovative local projects, particularly those advancing resilience and sustainability. Others stressed the need for greater flexibility in how states can deploy federal funds, encouraging Congress to streamline processes, reduce duplicative requirements, and consider reforms that would allow resources to be allocated where they are most needed. A recurring theme was the call for funding structures that take into account not only population, but

also economic and regional factors, ensuring a more equitable and effective distribution of resources nationwide

Furthermore, Senator Padilla (D-CA) referenced Arizona's recent hosting of the Super Bowl and asked how the federal government can better support transportation needs to accommodate increased ridership for major sporting events. Mayor Gallego stated that the City of Phoenix's partnership with the federal government is what made their transportation successful, the use of the Skills and Training to Achieve Readiness for Tomorrow Program was able to expand the transportation system in Pheonix, expand the Pheonix Airport tarmac, and acquire new and loaned busses. She then suggested looking at funding that can be applied during peak ridership usage not just regular transit use.

Overall, the hearing revolved around discussions of flexible funding methods, permitting reform, and what should be prioritized and included in the upcoming surface transportation reauthorization bill.

***Summary***

An update is provided on the federal appropriations process, an effort to repeal the 2009 Greenhouse Gas Endangerment Finding, two executive orders, a study on bus prices, and the California High-Speed Rail Authority. Overviews are provided on two hearings.

***Attachments***

A. Letter from the Honorable Rick Larsen, Ranking Member, House Transportation and Infrastructure Committee, the Honorable Maxwell Frost, Representative, House of Representatives, and the Honorable Michael Turner, Representative, House of Representatives, to the Honorable Gene L. Dodaro, Comptroller General, U.S. Government Accountability Office, dated August 7, 2025
B. Letter from the Honorable James Comer, Chairman, House Committee on Oversight and Government Reform, to the Honorable Sean Duffy, Secretary, U.S. Department of Transportation, dated August 19, 2025
C. Potomac Partners DC, Monthly Legislative Report – July 2025
D. Potomac Partners DC, Monthly Legislative Report – August 2025

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**Approved by:**

Kristin Jacinto
Executive Director,
Government Relations
(714) 560-5754

**ATTACHMENT A**

# Congress of the United States
## U.S. House of Representatives

August 7, 2025

The Honorable Gene L. Dodaro
Comptroller General
U.S. Government Accountability Office
441 G St., NW
Washington, DC 20548

Dear Mr. Dodaro:

Millions of Americans rely on public transit to live their daily lives and satisfy their basic needs and obligations. In recognition of this widespread need, the Department of Transportation's Federal Transit Administration (FTA) provides funding—such as through the Low or No Emission Grant Program and the Buses and Bus Facilities Grant Programs—to help transit agencies purchase buses, and for related purposes.

High transit bus manufacturing and procurement costs in the United States present unique challenges to the Americans who rely on public transportation. These costs disproportionately affect local transit agencies providing essential transportation services to our constituents. In November 2024, GAO reported that FTA has stated that bus and supply chain issues will delay the acquisition of new buses and increase the cost of new buses and related equipment.[1] In response, the agency has efforts underway to help address this challenge, including incentives to help contain bus costs and encouraging advance and progress payments on bus orders.

To help promote the efficient use of Federal, State, and local funds in procuring new buses for transit service, we are requesting that the U.S. Government Accountability Office (GAO) conduct a study that examines the following questions:

1) What are the primary cost drivers in the design and procurement process for transit buses in the United States?
2) How do the costs to design, manufacture, and procure transit buses in the United States compare to such costs in other countries, and how have increases in transit bus costs compared to changes in the prices of medium-duty vehicles, school buses, and other commercial vehicles?
3) How have bus manufacturing and supplier challenges affected bus procurements funded by the Federal Transit Administration?

1GAO, *Transit Workforce Development: Actions to Support Transition to Zero-Emission Buses*, GAO-25-106921 (Washington, D.C..: Nov. 18, 2024).

4) What steps have the Federal Transit Administration, States, transit agencies, manufacturers, and industry stakeholders taken to reduce bus costs and accelerate delivery timeframes?

Thank you for your attention to this matter.

Sincerely,

Rick Larsen
Ranking Member
Committee on Transportation
and Infrastructure

Maxwell Frost
Member of Congress

Michael Turner
Member of Congress

JAMES COMER, KENTUCKY
CHAIRMAN

ONE HUNDRED NINETEENTH CONGRESS

ROBERT GARCIA, CALIFORNIA
RANKING MEMBER

**ATTACHMENT B**

Congress of the United States
House of Representatives
COMMITTEE ON OVERSIGHT AND GOVERNMENT REFORM
2157 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515–6143
MAJORITY (202) 225–5074
MINORITY (202) 225–5051
https://oversight.house.gov

August 19, 2025

The Honorable Sean Duffy
Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE
Washington, D.C. 20590

Dear Secretary Duffy:

The Committee on Oversight and Government Reform is investigating federal funding sent to the California High-Speed Rail Authority (CHSRA or Authority). As part of our investigation, we are seeking to understand whether the Authority knowingly misrepresented the ridership projections and the associated financial viability of the California High-Speed Rail Project (CHSR Project) to secure federal and state funds. In 2008, Californians approved $9.95 billion dollars of state bond funding to build an 800-mile high-speed rail network connecting Los Angeles, San Francisco, and the Central Valley to coastal cities with a completion date of 2020 and a cost of $33 billion.[1] To date, not one route is complete and the CHSRA Project is facing financial collapse,[2] but now CHSRA is claiming they will begin service in Central Valley in 2032.[3] Current cost estimates range from $89 billion to $128 billion.[4] Despite this, the Biden Administration committed roughly $4 billion in federal taxpayer dollars to the CHSR Project,[5] including almost $89.65 million dollars in the closing days of the Administration.[6] The Committee requests a staff-level briefing, documents, and communications related to CHSRA.

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[1] Lee Ohanian, *California's High-Speed Rail Was A Fantasy From Its Inception*, THE HOOVER INST. (Mar. 8, 2023) [hereinafter Hoover Inst.]; Newsroom, U.S. Dep't of Transp., U.S. Transp. Sec. Duffy Announces Review of California High-Speed Rail Project (Feb. 20, 2025) [hereinafter DOT Press Release], *available at* https://www.transportation.gov/briefing-room/us-transportation-secretary-duffy-announces-review-california-high-speed-rail-project.

[2] Josh Christenson, *California got nearly $7B from feds for high-speed rail – but never laid any track, bombshell report shows*, NEW YORK POST (June 4, 2025).

[3] Erik Galicia, *High-speed rail passenger service could start in Central Valley before 2033*, THE FRESNO BEE, (Aug. 18, 2025).

[4] Maxwell Adler, *Trump Targets $128 Billion California High-Speed Rail Project*, BLOOMBERG (Feb. 20, 2025); DOT Press Release, *supra* note 1 ("[t]oday, the Merced-to-Bakersfield segment alone would cost more than the original total. The latest estimate for San Francisco to Los Angeles is $106 billion — more than three times the original cost estimate.").

[5] DOT Press Release, *supra* note 1.

[6] California High-Speed Rail Auth., Federal Grants, *available at* https://hsr.ca.gov/about/funding/federal-grants/.

The CHSR Project has been characterized as "perhaps the greatest infrastructure failure in the history of the country."[7] Since the CHSR Project's inception, transit experts have warned that the ridership and revenue projections were "inaccurate, misleading and in violation of the laws guiding the project."[8] Ridership forecasts are critical because "if the revenue from passengers is less than projected, there is a greater imperative for operating subsidies."[9] A 2008 report stated, "CHSRA 2030 ridership projections are absurdly high—so much so that they could well rank among the most unrealistic projections produced for a major transport project anywhere in the world."[10] A 2010 report from the Institute for Transportation Studies at the University of California at Berkley questioned the validity of the ridership's modeling, stating that "we have found some significant problems that render the key demand forecasting models unreliable for policy analysis."[11]

On June 4, 2025, the U.S. Department of Transportation's (DOT) Federal Railroad Administration (FRA) issued a Compliance Review Report outlining CHSRA's "years of mismanagement, broken promises, and wasted federal taxpayer dollars."[12] Following this comprehensive review, on July 16, 2025, Secretary of Transportation Sean Duffy announced the FRA "terminated approximately $4 billion in unspent federal funding for California's High Speed Rail Boondoggle."[13] The Authority's apparent repeated use of misleading ridership projections, despite longstanding warnings from experts, raises serious questions about whether funds were allocated under false pretenses. Despite the massive cost overruns and lack of progress, CHSRA sued the FRA to prevent the termination of these funds, and the litigation is ongoing.[14]

The Committee requests a staff-level briefing as soon as possible, but no later than September 2, 2025, to better understand the allocation of taxpayer dollars. We also request the following documents and information, covering the time period January 1, 1995 to the present unless otherwise indicated, as soon as possible, but no later than September 2, 2025:

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[7] The Hoover Inst., *supra* note 1.
[8] REASON FOUND., POLICY STUDY 415, CALIFORNIA HIGH SPEED RAIL: AN UPDATED DUE DILIGENCE REP. (Apr. 2013).
[9] Wendell Cox, *California High-Speed Rail, Still Stuck at the Station*, UNLEASH PROSPERITY, at 9 (Apr. 2025).
[10] Wendell Cox *et al*., REASON FOUND., THE CALIFORNIA HIGH SPEED RAIL PROPOSAL: A DUE DILIGENCE REP., EXECUTIVE SUMMARY, RIDERSHIP PROJECTIONS (Sept. 2008), *available at* https://reason.org/wp-content/uploads/files/california_high_speed_rail_report.pdf.
[11] David Brownstone *et al*, FINAL REP., INST. OF TRANSP. STUDIES, UNIV. OF CALIFORNIA, REVIEW OF 'BAY AREA/CALIFORNIA HIGH-SPEED RAIL RIDERSHIP AND REVENUE FORECASTING STUDY', at 2 (June 30, 2010).
[12] U.S. Dep't Transp., Newsroom, Trump's Transp. Secretary Sean P. Duffy Releases Report Exposing No Viable Path Forward for California's High-Speed Rail Boondoggle (June 4, 2025), *available at* https://www.transportation.gov/briefing-room/trumps-transportation-secretary-sean-p-duffy-releases-report-exposing-no-viable-path.
[13] Newsroom, U.S. Dep't of Transp., Trump's Transportation Secretary Sean P. Duffy Pulls the Plug on $4B for California High Speed Rail's Train to Nowhere (July 16, 2025).
[14] Theo Burman, *California High-Speed Rail Protects $4B in Federal Funding Amid Lawsuit*, NEWSWEEK, (Aug. 14, 2025).

1. All documents and communications from the California High-Speed Rail Authority, as well as any other California government entity or third party, submitted to the U.S. Department of Transportation to solicit or procure state and federal taxpayer funds for the CHSRA Project;

2. All documents and communications within the Department of Transportation analyzing the development and sustained viability of the project (including but not limited to ridership projections, acquisition of real property, environmental reviews, and contracting).

The Committee on Oversight and Government Reform is the principal oversight committee of the U.S. House of Representatives and has broad authority to investigate "any matter" at "any time" under House Rule X. To schedule the briefing and to arrange for the delivery of documents, please contact the Committee on Oversight and Government Reform Majority staff at (202) 225-5074. Thank you for your attention to this important matter.

Sincerely,

James Comer
Chairman
Committee on Oversight and Government Reform

cc: The Honorable Robert Garcia, Ranking Member
Committee on Oversight and Government Reform

**ATTACHMENT C**

Monthly Legislative Report – **July 2025**

## Advocacy Meetings

**Office of Chairman Sam Graves (R-MO)** – We met with Chairman Graves' Chief of Staff, now serving as the staff director of the House Transportation and Infrastructure (T&I) Committee, to brief him on Orange County Transportation Authority's (OCTA) priorities for restoring local suballocation authority for Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) programs. We also discussed the potential opportunity to reallocate California High-Speed Rail funding to support other critical transportation needs in the state.

**T&I Subcommittee on Highways and Transit Chair David Rouzer (R-NC)** – We spoke several times this month with Congressman Rouzer's Chief of Staff to prepare for the Chairman's upcoming visit to Orange County in August. We briefed Chairman Rouzer on OCTA's surface transportation reauthorization principles, highlighting the agency's priorities around project delivery, funding flexibility, and regional infrastructure needs. We also coordinated plans for the visit, including opportunities for the Chairman to tour key transportation projects in Orange County and see firsthand how federal programs are supporting local infrastructure.

**Federal Highway Administration (FHWA) Office of Policy and Government Affairs** – We followed up on FHWA's recent solicitation of stakeholder input regarding potential reauthorization principles, and we shared OCTA's proposed language for suballocation authority for STBG and CMAQ funds to ensure our priorities are reflected in their communications with Congress. We also emphasized the importance of recognizing self-help counties in future formula funding frameworks. FHWA staff welcomed continued engagement as their internal policy development moves forward.

**Federal Railroad Administration (FRA) Senior Advisor** – We followed up with the FRA Senior Advisor to discuss the OCTA's request to adjust the federal cost share for its Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant supporting the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor. In addition, we followed up on the potential reallocation of California High-Speed Rail funding.

**Office of Senator Padilla (D-CA)** – We met virtually with Senator Padilla's new transportation legislative assistant to provide an overview of OCTA's federal priorities. The discussion covered OCTA's rail and express lanes programs, our principles for the upcoming surface transportation reauthorization to include the importance of reinstating local suballocation authority for the STBG and CMAQ programs. We also shared the June 26 letter from Orange County congressional members supporting this legislative fix. The meeting provided an opportunity to brief the Senator's office on OCTA's ongoing work along the LOSSAN Corridor and our broader regional infrastructure needs.

**Office of Congressman Lou Correa (D-CA)** – We met with Congressman Correa's staff to follow up on OCTA's appropriations requests and discuss our surface transportation reauthorization principles. We also reviewed funding needs related to the FY26 Appropriations bill for Olympics-related transportation funding.

**Office of Congressman David Min (D-CA)** – We met with Congressman Min's staff to follow up on OCTA's FY26 Community Project Funding (CPF) request for the *Technology and Signal Upgrades Project*. Additionally, we provided an update on stabilization and emergency repair efforts along the LOSSAN Rail Corridor.

**Office of Congresswoman Young Kim (R-CA)** – We met with Congresswoman Kim's staff to discuss OCTA's FY26 appropriations requests and followed up on related outreach with the House Appropriations Committee. We also continued discussions on OCTA's surface transportation reauthorization priorities. In addition, we discussed H.R. 1, the One Big Beautiful Bill, and its implications for infrastructure development and security funding for the Olympics.

**Office of Congressman Derek Tran (D-CA)** – We followed up with Congressman Tran's staff on the FY26 Appropriations CPF request for the State Route 57 (SR-57) Improvement Project. We also discussed Olympic-related transportation funding needs for Orange County and continued our dialogue on OCTA's surface transportation reauthorization priorities, including follow-up on proposed language to restore local suballocation authority for Surface STBG and CMAQ program funds.

**Office of Congressman Mike Levin (D-CA)** – We met with Congressman Levin's staff to follow up on emergency repair work along the LOSSAN Rail Corridor and continue providing updates on coordination with the FRA regarding the CRISI grant. We continued discussions on OCTA's surface transportation reauthorization principles, including the reinstatement of local suballocation authority for STBG and CMAQ funds. Additionally, we discussed FY26 appropriations issues, including OCTA's Interstate 5 Improvement Project, as well as Olympics-related transportation funding for the region.

**Office of Congressman Pete Aguilar (D-CA)** – We met with Congressman Aguilar's staff to discuss OCTA's request for restoring local suballocation authority for the STBG and CMAQ programs in the upcoming surface transportation reauthorization bill. We also followed up on the THUD Appropriations Subcommittee's July markup and discussed opportunities to address potential Olympic-related transportation funding needs within the bill.

**House T&I Subcommittee on Railroads, Majority Staff** – We met with the new Staff Director for the House Subcommittee on Railroads, Pipelines, and Hazardous Materials to discuss progress on the rail title in the upcoming surface transportation reauthorization. We also briefed the new staff director on ongoing issues affecting the LOSSAN Corridor. The discussion focused on the CRISI program, emphasizing the need for greater flexibility to fund emergency repairs along LOSSAN.

## FY26 Appropriations Update

Progress on FY26 appropriations slowed in July following procedural disruptions in the House. Speaker Mike Johnson sent members home for the August recess on July 23rd, following a series of failed procedural votes earlier in the week, which delayed floor action on several appropriations bills and other full committee markups, including the Commerce, Justice, Science (CJS) bill.

Before recess, the House Appropriations Committee did advance the Interior, Environment, and Related Agencies bill, which proposes steep reductions across multiple agencies. The measure would cut the Environmental Protection Agency's (EPA) budget by 23%, following the EPA's announcement of reductions in force (RIFs) affecting the Office of Research and Development. The House Appropriations Committee also advanced the Financial Services and National Security-State bills, but still lacks topline allocations for eight of the twelve appropriations measures.

Regarding transportation funding, key progress was made on the THUD bill. On July 17th, the Committee approved the FY26 THUD Appropriations Act by a 35–28 vote. Subcommittee Chairman Steve Womack (R-AR) highlighted that the bill "right-sizes funding levels," adds $2 billion for the Federal Aviation Administration (FAA) to hire 2,500 new air traffic controllers, modernizes air traffic control infrastructure, addresses the national truck parking shortage, and cuts overall discretionary spending by 5%. Committee Chairman Tom Cole (R-OK) emphasized that the measure "builds America's future" by funding highways, rail, airports, and maritime infrastructure while prioritizing fiscal discipline and eliminating "wasteful and duplicative initiatives." The bill provides $89.910 billion in total discretionary funding, $4.458 billion (4.7%) below FY25 levels, with $3.8 billion more than FY25 for highways, rail, airports, and maritime infrastructure, offset by $9.4 billion in program eliminations, rescissions, and repurposing.

Key amendments adopted during the markup include:

- A prohibition on implementing congestion pricing in New York City (Rep. LaLota).
- Support for the Regional Infrastructure Accelerator program to fast-track major projects (Rep. Torres).
- A new UAS exclusion zone along the U.S.-Mexico border to counter cartel threats (Rep. Cuellar).

On the Senate side, appropriators are pursuing a minibus strategy combining the Agriculture-FDA, CJS, and Military Construction-VA bills into a roughly $260 billion package. Senate Appropriations Chair Susan Collins (R-ME) reported "good progress" in resolving objections, though Senators Rand Paul (R-KY) and Josh Hawley (R-MO) at the time of this report still have holds, and Democrats remain divided over FBI headquarters funding and other provisions. With recess approaching, passage of the minibus before the break remains uncertain. The Senate Appropriations Committee has also marked up its THUD and Interior-Environment bills, which maintain or modestly increase funding levels relative to FY25.

The Administration's FY26 budget request proposes $1.45 trillion in discretionary funding, about $150 billion below FY25, which if adopted would force a 30% reduction across the remaining bills. Within THUD, the Department of Transportation (USDOT) fares relatively well with a gross request of $27.1 billion, though this includes $1.6 billion in rescissions targeting the Charging and Refueling Corridor and National Electric Vehicle Infrastructure (NEVI) programs. In contrast, HUD funding drops sharply from $68.7 billion in FY25 to $41.7 billion in FY26.

Office of Management Budget (OMB) Director Russ Vought continues to push for "pocket rescissions," which would allow rescission requests to take effect if Congress fails to act within 45 days, raising concerns for discretionary grant programs with unobligated balances, including CRISI and Low-No Emission Bus programs if future rescission packages are proposed.

Given the delays, it remains highly unlikely all 12 bills will be enacted by September 30th. A Continuing Resolution (CR), likely excluding Community Project Funding, appears inevitable. Passage of the Senate's three-bill minibus would give negotiators a head start on bicameral talks, though objections in the Senate must be resolved. We are also closely monitoring for future rescissions, which may target unspent balances in transportation and environmental infrastructure accounts. In summary, we will continue tracking appropriations progress, rescissions, and CR planning, as well as implications for OCTA priorities, including our CPF requests, as negotiations advance.

## Surface Transportation Reauthorization Update

More progress was made in Congress on the next surface transportation reauthorization, with the current Infrastructure Investment and Jobs Act (IIJA) set to expire on September 30, 2026. On July 17th, USDOT Secretary Sean Duffy addressed an infrastructure stakeholders' conference, formally launching the Administration's reauthorization push. In his remarks, Secretary Duffy underscored the Administration's priorities, emphasizing the need to accelerate environmental reviews and permitting, including reforms to the National Environmental Policy Act (NEPA), advance congestion relief, update regulations for autonomous vehicles, and increase investment in bridges and highways.

In the House, the T&I Committee, led by Chairman Sam Graves (R-MO) and Ranking Member Rick Larsen (D-WA), has been conducting staff-level briefings and informal stakeholder meetings in preparation for drafting the next reauthorization bill. Committee leadership has stressed the importance of passing a bipartisan bill well ahead of the 2026 deadline to provide states, metropolitan planning organizations, and local agencies with long-term funding certainty and planning stability. Discussions centered around strengthening the Highway Trust Fund, rebalancing core formula programs such as STBG and CMAQ programs to emphasize highway and bridge investment, and pursuing project delivery reforms to reduce permitting timelines and federal administrative burdens. Chairman Graves has also outlined a "back to basics" framework for reauthorization,

focusing on returning funding to core transportation assets and supplementing the gas tax with new user fees for electric and hybrid vehicles to help stabilize the Highway Trust Fund.

In the Senate, the Environment and Public Works (EPW) Committee has begun conducting listening sessions with stakeholders and Senators to identify bipartisan priorities for the next authorization. Themes emerging from these discussions include improving resilience, advancing rural connectivity, addressing aging infrastructure, and preserving existing assets. EPW leaders have indicated that they intend to begin formal hearings later this summer or early fall, with the goal of developing legislative text in 2026.

On July 16th, USDOT published a Request for Information (RFI) in the Federal Register seeking public comment on the upcoming reauthorization. Comments are due by August 20, 2025. Through this RFI, USDOT is asking states, local governments, transportation agencies, and other stakeholders to provide input on ways to improve safety, accelerate project delivery, promote economic growth, and strengthen federal partnerships. This request signals USDOT's intent to incorporate broad public feedback into its legislative priorities and offers a key opportunity for stakeholders to influence the development of the next surface transportation reauthorization bill.

Taken together, these developments mark a clear ramp-up toward a comprehensive reauthorization process that will shape federal transportation investment for the next five years. During the August recess, we will continue to engage with both the Administration and congressional committees as discussions continue, ensuring that priorities such as restoring local suballocation authority for STBG and CMAQ programs, advancing project delivery reforms, and maintaining flexible formula funding remain central to the debate.

## House T&I and Senate EPW Committee Hearings

On July 16th, two major hearings underscored the central role of the upcoming surface transportation reauthorization in shaping federal transportation policy and investment.

The Senate EPW Committee held its second hearing in the "Constructing the Surface Transportation Reauthorization Bill" series, titled *"Stakeholders' Perspectives."* Witnesses included North Dakota Governor Kelly Armstrong, Husco International CEO Austin Ramirez, and Phoenix Mayor Kate Gallego, who offered a broad view of reauthorization priorities from state, industry, and municipal perspectives.

The hearing highlighted the need for long-term funding stability, enhanced state and local flexibility, and streamlined project delivery. Governor Armstrong strongly advocated for expanding states' authority to transfer federal formula funds across programs, endorsing a bipartisan proposal from Senators Cramer (R-ND) and Alsobrooks (D-MD) to increase the current 50% transfer cap to 75%. Mayor Gallego emphasized the importance of discretionary grant programs, such as Safe Streets for All and the Reconnecting Communities Program, as essential tools for cities seeking innovative transportation solutions, while Ramirez focused on technology investments to maintain U.S. competitiveness, urging continued support for EV infrastructure, clean transit, and AI-driven

traffic management. Senators raised issues ranging from Alaska's inadequate roadway network for resource development to the need for updated formula distribution criteria to reflect modern transportation demands.

Project delivery was a central theme, with witnesses calling for enforceable permitting deadlines, expedited judicial review, and expanded categorical exclusions under NEPA to accelerate infrastructure deployment. However, Democrats on the committee, led by Ranking Member Sheldon Whitehouse (D-RI), voiced concerns about ensuring fair implementation of any new law, warning that bipartisan cooperation hinges on the Administration's adherence to statutory intent. This tension between speeding project delivery and safeguarding regulatory oversight emerged as a core fault line likely to shape negotiations going forward.

On the House side, the T&I Committee held an oversight hearing on USDOT's policies and FY26 budget request, featuring testimony from Secretary Sean Duffy. Duffy defended the Administration's priorities amid criticism over workforce reductions, delays in grant delivery, and the withdrawal or "rescoping" of previously awarded funds. Members on both sides pressed the

Secretary on a range of topics:

- Aviation safety and air traffic control modernization, considering recent high-profile incidents, with Duffy calling for an additional $19 billion in air traffic control (ATC) upgrades beyond the $12.5 billion already appropriated.
- Surface transportation project delivery, with lawmakers urging faster permitting and expanded support for truck parking, rural connectivity, and rail safety.
- Grant distribution and rescissions, as Ranking Member Rick Larsen (D-WA) criticized DOT for withholding 1,300 previously approved grants and proposed cuts to EV charging infrastructure funding.
- Policy priorities, with contentious exchanges over equity considerations in grants, "Buy America" enforcement, and discretionary funding criteria.

Secretary Duffy defended the Administration's deregulatory approach, promising greater flexibility for states and local agencies, while maintaining that safety remains the USDOT's top priority. He pledged to clear the remaining backlog of Biden-era grant applications by early fall and to prioritize projects delivering "real, measurable benefits."

The two hearings collectively underscored the bipartisan urgency to modernize infrastructure, improve project delivery, and provide states and localities with greater funding flexibility, while exposing deep divisions over regulatory reform, equity considerations, and the Administration's handling of previously appropriated funds. The proceedings also reinforced the central role the reauthorization bill will play in reshaping federal transportation policy, with both chambers signaling that negotiations will balance speed, safety, and oversight as they craft legislation to succeed IIJA.

## USDOT Announces Nationwide Roadway Safety Initiative

On July 1st, in a letter to every governor, Secretary Duffy asked that their states participate in the FHWA Safe Arterials for Everyone through Reliable Operations and Distraction-Reducing Strategies (SAFE ROADS) initiative. The program targets non-freeway arterial roads where more than half of U.S. roadway deaths occur. The full letter is available here. More information is available here.

## USDOT Aims to Remove Financing Policy Roadblock

On July 7th, USDOT announced a policy update that aims to allow all types of transportation infrastructure projects to finance up to 49 percent of eligible costs as authorized by the Transportation Infrastructure Finance and Innovation Act (TIFIA) program. Due to a long-standing DOT policy, only limited kinds of projects could finance up to 49 percent, while most were capped at up to 33 percent, presenting a roadblock for many project sponsors seeking to build critical infrastructure. More information is available here.

## Secretary Duffy Announces First Better Utilizing Investments to Leverage Development (BUILD) Grants of Trump's Second Term

On July 15th, U.S. Transportation Secretary Sean Duffy announced the selection of 30 projects to receive $488 million under the BUILD program (formerly RAISE/TIGER). Duffy emphasized the Administration's goal to "move quickly to get money out the door" and focus on infrastructure that boosts safety, economic growth, and competitiveness. A comprehensive link to the spreadsheet featuring all awarded projects from 2009 to the present is available here. More information is available here.

Compared to the Biden Administration's January 2025 awards, which spread $1.32 billion across 109 projects, the Trump's DOT awarded fewer, larger grants, with an average size of $16.3 million and a median of $21.2 million. Five projects received the program's maximum $25 million award.

The project mix reflects a sharp policy shift: 77% of funds went to roads and bridges, compared to 51% in the previous round, while bike/pedestrian projects received no funding (down from 20% under Biden). Transit and rail also saw reduced allocations, with increased emphasis on ports and airport access projects.

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# Monthly Legislative Report – **August 2025**

## Advocacy Meetings

**Transportation and Infrastructure (T&I) Subcommittee on Highways and Transit Chair David Rouzer (R-NC)** – We helped facilitate a County-wide tour and briefing for Chairman Rouzer and his Chief of Staff during his August visit to Orange County. As part of the visit, we reviewed Orange County Transportation Authority's (OCTA) reauthorization priorities and discussed both the timeline and process for the upcoming surface transportation reauthorization. Chairman Rouzer shared his perspective on incorporating more formula funding versus discretionary funding for both highways and transit. We also discussed federal support for the Los Angeles–San Diego–San Luis Obispo (LOSSAN) Rail Corridor, underscoring its importance to the region and the need for continued investment.

**House T&I Subcommittee on Highways and Transit, Majority Staff** – In August, we followed up with House Transportation and Infrastructure (T&I) Committee staff to discuss reauthorization timing and the potential schedule for a committee markup. We reiterated OCTA's request to restore local suballocation authority for the Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement (CMAQ) programs. In addition, we discussed key project delivery streamlining proposals, including efforts to improve and simplify the Transportation Infrastructure Finance and Innovation Act (TIFIA) program.

**Federal Highway Administration (FHWA) Office of Policy and Government Affairs** – We met with FHWA staff to review OCTA's reauthorization request submitted to the US Department of Transportation (USDOT)'s stakeholder portal. In these discussions, we flagged OCTA's request for suballocation authority under both the STBG and CMAQ programs and underscored the importance of formally recognizing self-help counties in future formula funding frameworks. We also coordinated with staff to forward OCTA's invitation for the nominated FHWA Administrator (currently serving as Senior Advisor pending Senate confirmation) to attend the upcoming Mobility 21 event.

**Office of Senator Padilla (D-CA)** – We followed up in August with Senator Padilla's transportation legislative assistant regarding the reinstatement of local suballocation authority for the STBG and CMAQ programs. We also provided additional information to support the office as they prepared their requests in conjunction with Senator Schiff's (D-CA) office to the Senate Environment and Public Works and Senate Commerce Committees.

**Office of Congressman Lou Correa (D-CA)** – In August, we followed up with Congressman Correa's staff on previously enacted Congressionally Directed Spending for the Santa Ana–Garden Grove Rails to Trails project. OCTA staff confirmed that the environmental phase was completed and that design work is expected to begin soon, keeping the project on track with the timeline previously shared with the Congressman's office. Additionally, we also reviewed OCTA's broader federal priorities, including surface

transportation reauthorization principles and upcoming funding needs related to the FY26 Appropriations bill, particularly opportunities for Olympics-related transportation investments.

**Office of Congresswoman Young Kim (R-CA)** – We met with Congresswoman Kim's staff to review OCTA's fiscal year 2026 (FY26) appropriations priorities and continue discussions on surface transportation reauthorization. A central focus of the meeting was the potential inclusion of OCTA's Community Project Funding requests in a Continuing Resolution. Congresswoman Kim's office confirmed that they are actively communicating their support for these projects with House Appropriations Committee staff. The meeting allowed us to reinforce OCTA's federal funding priorities while ensuring continued engagement on both the reauthorization process and appropriations negotiations.

**Office of Congressman Derek Tran (D-CA)** – In August, we engaged Congressman Tran's office regarding OCTA's request to be included in the LA28 Mobility Committee. During our earlier meeting in Washington, the Congressman expressed his willingness to support OCTA's inclusion. We have since reiterated this request in a follow-up letter to LA28 and provided his office with a draft template letter formally requesting OCTA's inclusion on the Committee. We offered to provide any additional background or materials needed, and his office is currently working to finalize the letter.

**Office of Congressman Mike Levin (D-CA)** – We followed up with Congressman Levin's staff on OCTA's FY26 appropriations requests, including the I-5 Improvement Project and potential Olympics-related transportation funding. We also provided a brief update on coordination with FRA regarding the CRISI grant. In addition, we continued discussions on OCTA's surface transportation reauthorization principles, emphasizing the reinstatement of local suballocation authority for STBG and CMAQ funds.

## FY26 Appropriations Update

When Congress returns in September, it faces the challenge of advancing all 12 appropriations bills before the September 30 fiscal year-end deadline. Progress stalled in July after procedural disputes in the House forced an early recess, leaving topline allocations unfinished for eight bills. The House has pursued a funding package more closely aligned with the President's budget request, while the Senate has opted for a bipartisan, moderate approach. Given the delays, at least a short-term Continuing Resolution (CR) is expected to keep the federal government funded. It is worth noting that there seems to be growing momentum from House Republicans to include Congressionally Directed Spending, which is an unusual development, as earmarks have typically been excluded from CRs.

## Surface Transportation Reauthorization Update

More progress was made in August on the next surface transportation reauthorization, with staff-level discussions between House T&I majority staff and USDOT staff focused on funding levels, program priorities, and stakeholder input. USDOT also convened meetings

with transportation stakeholders, such as the National Association of Counties (NACo), to discuss specific issues including project delivery streamlining.

In the Senate, offices have been preparing submissions for reauthorization policy and programmatic funding requests to both the EPW and Commerce Committees, which will be responsible for drafting their respective bill titles.

Looking ahead, both Congress and USDOT are expected to enter a more substantive phase of the reauthorization process in September, with potential draft language beginning to emerge. Throughout the August recess, we continued engaging with the relevant committees and the Administration to ensure OCTA's priorities such as restoring local suballocation authority for STBG and CMAQ, advancing project delivery reforms, and protecting flexible formula funding are included. We also emphasized these priorities with Chairman Rouzer (R-NC) who will a have a significant role in the legislation's development during the Chairman's visit to Orange County.

## Second Budget Reconciliation Package Under Discussion

Plans for a second budget reconciliation package in 2025 are beginning to be discussed in Congress. The first reconciliation bill, signed into law on July 4, 2025, addressed health care, immigration, and education. Republican leadership is now considering a narrower, tax-focused package later this year.

House Ways and Means majority staff suggest the new package will likely be smaller in scope, aimed at provisions cut for procedural reasons or deprioritized in the earlier bill. Importantly, any second reconciliation measure would need to be "net deficit reducing" to improve its chances of passage, though debate continues over whether a "current policy" baseline should be used in calculating its fiscal impact.

Potential areas of focus include additional tax relief for corporations and individuals, as well as possible health care reforms or pension-related items. For OCTA, the reconciliation process bears close monitoring. While the primary focus is expected to remain on tax policy, reconciliation bills can carry offsets or spending reductions that impact federal discretionary programs. As negotiations advance, we will continue to assess potential risks to infrastructure funding streams and work to ensure OCTA's priorities such as protecting formula programs and preserving funding for major projects are safeguarded.

## Standardizing Permitting and Expediting Economic Development Act Introduced in the House

Before the August recess, House Natural Resources Committee Chairman Bruce Westerman (R-AR) and Rep. Jared Golden (D-ME) introduced the bipartisan *Standardizing Permitting and Expediting Economic Development* (SPEED) *Act*. The legislation would streamline the federal permitting process by amending the National Environmental Policy Act (NEPA).

The bill clarifies that NEPA is a procedural statute, limits reviews to impacts directly tied to a project, and allows agencies to rely on existing environmental reviews to avoid duplication. It also establishes firm deadlines for completing reviews, expands categorical exclusions, narrows judicial review, and codifies recent case law affirming agency discretion over the scope of environmental impacts considered. Importantly, it would also give project applicants more flexibility in managing review timelines.

The SPEED Act reflects growing bipartisan momentum for project delivery reforms in Congress, aligning with OCTA's priorities to reduce delays and streamline federal processes while safeguarding environmental standards. We are closely monitoring the bill's progress as well as its potential inclusion in the upcoming surface transportation reauthorization package, as House T&I staff have indicated they are developing similar provisions.

## Marc Molinaro Sworn In as Federal Transit Administrator

In August, Marc Molinaro was sworn in as the 16th Administrator of the Federal Transit Administration (FTA) following his Senate confirmation on August 2, 2025. His appointment provides stability and leadership at a pivotal time for transit agencies navigating IIJA implementation, FY26 appropriations funding negotiations for transit, and broader federal transit funding debates.

Secretary of Transportation Sean Duffy praised Molinaro's confirmation, citing his leadership, experience, and commitment to restoring safety and reliability in public transit. The American Public Transportation Association (APTA) also welcomed Molinaro's confirmation, highlighting his legislative and executive experience. Molinaro brings decades of public service to the role, from his early years as America's youngest mayor in Tivoli, N.Y., to his leadership as Dutchess County executive and later as a member of Congress.

Specifically, his background on the House T&I Committee will be integral as Congress prepares for the next surface transportation reauthorization. Along with his executive experience at the local and state levels, he is well-acquainted with transit agencies' challenges related workforce, funding, and modernization. Tariq Bokhari who had been serving as acting administrator is now serving as the deputy administrator.

## USDOT Cancels Additional California High-Speed Rail-Related Project Funding

On August 26, Transportation Secretary Sean P. Duffy announced that the Federal Railroad Administration (FRA) is withdrawing $175 million in funding for four California High-Speed Rail-related projects. The cancellations include the Le Grand Overcrossing ($89.6 million), Southern San Jose Grade Separations ($7.5 million), the Downtown Extension (DTX) Final Design ($24.6 million), and the Madera Station Project ($54.5 million).

This action follows FRA's July decision to terminate $4 billion in grants to the California High-Speed Rail Authority after a critical report concluded the Authority was unlikely to complete the Merced–Bakersfield segment by 2033. Secretary Duffy emphasized that FRA would continue reviewing all obligated grants connected to the project and reiterated the

Administration's intent to redirect federal resources toward transportation initiatives that are "well-managed" and more likely to deliver results.

## USDOT Enforcement of English Language Requirements for Commercial Drivers

Also on August 26, Transportation Secretary Sean P. Duffy announced that California, Washington, and New Mexico could lose federal Motor Carrier Safety Assistance Program (MCSAP) funds unless they enforce English Language Proficiency (ELP) standards for commercial drivers. The three states have 30 days to demonstrate compliance or risk losing up to 100 percent of their federal safety funding.

The announcement followed a Federal Motor Carrier Safety Administration (FMCSA) investigation that found these states routinely failed to prohibit drivers with ELP violations. Secretary Duffy tied the enforcement action to broader road safety concerns, citing a recent fatal crash in Florida, and emphasized that states cannot selectively ignore federal safety requirements.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Federal Transit Administration Program of Projects for Federal Fiscal Year 2024-25

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation(s)**

A. Approve the Federal Fiscal Year 2024-25 Federal Transit Administration Section 5307 Urbanized Area Formula, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5337 State of Good Repair, and Section 5339 Bus and Bus Facilities Program of Projects, including federal and local funds, and the use of match credit for projects included in this report.

B. Approve changes to funding for preventive maintenance and capitalized cost of contracted services in prior federal fiscal years for Federal Transit Administration, Section 5307 Urbanized Area Formula Program of Projects, including federal and local funds, and the use of match credit for projects to comply with guidelines for use of the funding.

C. Approve the five-year programming plan for Federal Transit Administration Section 5307 Urbanized Area Formula, Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Federal Transit Administration Section 5337 State of Good Repair, and Federal Transit Administration Section 5339 Bus and Bus Facilities.

D. Authorize staff to adjust individual project funding consistent with final apportionments and eligibility determinations through the Infrastructure Investment and Jobs Act, and direct staff to include updated numbers in grant and programming status reports.

E. Authorize the Chief Executive Officer to submit the Federal Transit Administration grant applications that are required for the recommendations above to the Federal Transit Administration.

F. 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.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Federal Transit Administration Program of Projects for Federal Fiscal Year 2024-25

## *Overview*

The Orange County Transportation Authority annually prepares a program of projects to secure Federal Transit Administration formula grants for transit capital projects, capitalized cost of contracted services, and preventive maintenance. The federal fiscal year 2024-25 program (October 1, 2024 through September 30, 2025), including amendments to prior programs, is presented for Board of Directors' review and approval.

## *Recommendations*

A. Approve the Federal Fiscal Year 2024-25 Federal Transit Administration Section 5307 Urbanized Area Formula, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5337 State of Good Repair, and Section 5339 Bus and Bus Facilities Program of Projects, including federal and local funds, and the use of match credit for projects included in this report.

B. Approve changes to funding for preventive maintenance and capitalized cost of contracted services in prior federal fiscal years for Federal Transit Administration, Section 5307 Urbanized Area Formula Program of Projects, including federal and local funds, and the use of match credit for projects to comply with guidelines for use of the funding.

C. Approve the five-year programming plan for Federal Transit Administration Section 5307 Urbanized Area Formula, Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Federal Transit Administration Section 5337 State of Good Repair, and Federal Transit Administration Section 5339 Bus and Bus Facilities.

D. Authorize staff to adjust individual project funding consistent with final apportionments and eligibility determinations through the Infrastructure Investment and Jobs Act, and direct staff to include updated numbers in grant and programming status reports.

E. Authorize the Chief Executive Officer to submit the Federal Transit Administration grant applications that are required for the recommendations above to the Federal Transit Administration.

F. 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.

***Background***

The Infrastructure Investment and Jobs Act (IIJA) was enacted by Congress and signed into law by President Biden on November 15, 2021. The IIJA provides funding for public transportation programs for federal fiscal year (FFY) 2021-22 through FFY 2025-26 as well as advance appropriations for certain programs. The IIJA provides funding of up to $108 billion for federal public transportation programs with $91 billion in guaranteed funding. Under the IIJA, the Federal Transit Administration (FTA) makes federal formula funds available through annual apportionments for four major funding programs:

- FTA Section 5307 Urbanized Area Formula Program (FTA 5307)
- FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (FTA 5310)
- FTA Section 5337 State of Good Repair (SGR) Program (FTA 5337)
- FTA Section 5339 Bus and Bus Facilities Program (FTA 5339)

The Orange County Transportation Authority (OCTA) is an eligible recipient for each of these four programs. The Southern California Association of Governments (SCAG) confirms the apportionments of FTA 5307, FTA 5337, and FTA 5339 for each recipient in the SCAG region, and the Los Angeles County Metropolitan Transportation Authority (LA Metro) confirms the apportionments of FTA 5310. Following those confirmations, the transit agencies develop a Program of Projects (POP) and submit grant applications consistent with the confirmed apportionment. FTA published the apportionment levels for FFY 2024-25 on May 5, 2025, and OCTA's shares were confirmed by LA Metro on June 30, 2025, and SCAG on July 1, 2025. The FTA-issued apportionments need to be obligated by September 2025. However, the funds can be spent in FFY 2024-25 or in subsequent years as needed. OCTA staff lists the programming year as FFY 2024-25 to represent the year the funds were provided.

The FTA requires agencies to develop, publish, and afford an opportunity for a public hearing on the transit FTA POP for grant-funded projects. OCTA satisfies this requirement through the public participation carried out by SCAG with every amendment or modification of the Federal Transportation Improvement Program (FTIP). SCAG's process meets the FTA requirement. Once the FFY 2024-25 FTA POP is approved, staff will begin the application process for the four grant programs.

***Discussion***

Project recommendations for FTA funding are based on the current policies outlined in OCTA's Capital Programming Policies (CPP) (Attachment A), federal funding requirements, and the OCTA-adopted Comprehensive Business Plan (CBP). Descriptions of the recommended projects for the FFY 2024-25 FTA POP are provided in Attachment B.

The proposed FFY 2024-25 FTA POP, organized by FTA program, is provided in Attachment C. In addition, the proposed FFY 2024-25 FTA POP, organized by project and type of transit service, is provided in Attachment D.

FTA 5307

OCTA expects to receive $75,445,083 in FTA 5307 funds for FFY 2024-25. This is an increase of 1.5 percent from FFY 2023-24 due to several factors including prior year service and ridership increases following the pandemic and population changes. The projects recommended for funding are generally consistent with prior year FTA POPs and with the projects or project types listed or described in the CPP and CBP. One difference this year is that the FTA POP includes a dedicated set-aside for safety projects. This set-aside is required to help OCTA meet safety performance targets related to miles between road calls, fatalities, injuries, and the prevention of safety incidents for both OC Bus and OC ACCESS services. FTA 5307 funds, which were generated based on services provided through the Southern California Regional Rail Authority (Metrolink) and the Anaheim Transportation Network (ATN), are recommended to be provided to projects or activities that support those services, consistent with both the CPP and CBP. The funding for Metrolink is consistent with the budget assumptions for the approved fiscal year (FY) 2025-26 Metrolink budget and OCTA budget.

- OC Bus Preventive Maintenance (PM) ($25,214,650)
- Capitalized Cost of Contracted Services for Fixed Route ($23,037,765)
- Capitalized Cost of Contracted Services for OC ACCESS ($15,832,796)
- Safety Projects (0.75 percent minimum) ($565,838)
- Metrolink Preventive Maintenance – Operating Subsidy ($6,659,886)
- Metrolink New Capital ($3,084,444)
- ATN Suballocation ($1,049,704)

Adjustments to the FFY 2023-24 FTA POP for FTA 5307 were necessary as the FTA guidance limits the use of FTA 5307 for PM to two years. The period for use of PM was originally beyond the FFY 2024-25 period but had to be adjusted to comply with the FTA guidance. The adjustment of funds is reflected in Attachment E.

Attachment E also provides a multi-year plan for the use of FTA 5307 funds through FFY 2028-29. This multi-year plan assumes the continuation of funding at the same level as the current year through either an extension of the IIJA or the authorization of a new transportation act. OCTA uses the multi-year plan to program future funds to projects in the FTIP, which helps OCTA access those funds when needed.

FTA 5310

OCTA expects to receive $3,237,798 in FTA 5310 funds for FFY 2024-25. This amount represents a decrease of 5.5 percent over FFY 2023-24. These funds are proposed to be used for capitalized costs of contracted services for OC ACCESS service (Attachment E), consistent with the CPP.

Adjustment to the FFY 2023-24 FTA POP for FTA 5310 was necessary to match the actual FFY 2023-24 apportionment and is reflected in Attachment F along with a multi-year plan for the use of FTA 5310 funds through FFY 2028-29.

FTA 5337

OCTA expects to receive $23,654,753 in FTA 5337 SGR funds for FFY 2024-25. This amount represents a decrease of 1.8 percent over FFY 2023-24. The amount of service provided directly impacts the amount of funding that is made available. During the reporting period that is reflected in this funding amount, rail service was suspended several times due to coastal erosion and slope failure issues. The funding was also decreased due to the addition of other transit agencies throughout the country, which reduced the SCAG region's share. The following projects are proposed for these funds:

- Metrolink Rehabilitation and Renovation ($19,267,925)
- Metrolink PM ($3,084,444)
- OC Bus PM Facilities ($1,302,384)

Each year, Metrolink submits a budget request to OCTA to fund rehabilitation projects that are required to maintain the Metrolink system. FTA 5337 funds can only be used for this type of work. Consistent with the CPP, funds are split between rail and bus projects based on the formula used to calculate the overall revenues for the program. The proposed funding for Metrolink is consistent with

the FY 2025-26 Metrolink budget and the OCTA FY 2025-26 Budget which were both approved by the Board of Directors (Board) on June 9, 2025.

Like the FTA 5307 and FTA 5310 multi-year plans, a multi-year plan for the use of FTA 5337 through FFY 2028-29 is provided in Attachment G.

FTA 5339

OCTA expects to receive $5,973,699 in FTA 5339 funds for FFY 2024-25, including $122,167 generated by services provided by ATN. This represents an increase of 2.9 percent over FFY2023-24. The 5339 funds are recommended to support the replacement of paratransit vehicles that have met their useful life. Funds generated by services provided by ATN are also recommended to be directed to ATN.

The FFY 2024-25 FTA 5339 funds will support the replacement of three of 13 22-foot cutaway paratransit vehicles and 27 of 108 gasoline paratransit vans.

- Replacement Cutaway Paratransit Vehicles ($711,485)
- Replacement Gasoline Paratransit Vans ($5,140,047)
- ATN Suballocation ($122,167)

Like the FTA 5307, 5310, and 5337 multi-year plans above, a multi-year plan for the use of FTA 5339 through FFY 2028-29 is provided in Attachment H.

FFY 2024-25 FTA POP

The following table summarizes the recommended formula programming for the FFY 2024-25 FTA POP.

| Formula Programs | Bus | Rail | ATN Suballocation | Total |
|---|---|---|---|---|
| FTA 5307 | $ 64,651,049 | $ 9,744,330 | $ 1,049,704 | $ 75,445,083 |
| FTA 5310 | $ 3,237,798 | | | $ 3,237,798 |
| FTA 5337 | $ 1,302,384 | $ 22,352,369 | | $ 23,654,753 |
| FTA 5339 | $ 5,851,532 | | $ 122,167 | $ 5,973,699 |
| Total | $75,042,763 | $ 32,096,699 | $ 1,171,871 | $ 108,311,333 |
| Percentage of FTA Formula Funding | 69.3% | 29.6% | 1.1% | 100% |

Overall, the recommended FY 2024-25 FTA POP includes $108.311 million in FTA formula funding for transit projects. For the $75.043 million in OC Bus funding, 92.2 percent of the funding is directed towards capitalized operating

expenses and only the FTA 5339 funding at approximately 7.8 percent is directed towards capital projects. Using most of the federal funds for operating expenses ensures the timely use of grant funds and preserves local transit funds.

Next Steps

With Board approval, staff will initiate the programming and grant submittal and execution process for the projects included in this report. The changes that are requested in this report have been added to the OCTA Capital Funding Program Report (Attachment I).

***Summary***

Board approval is requested to program $108.311 million in FTA formula funding for the FFY 2024-25 FTA POP, adjust the FFY 2023-24 FTA POP for FTA 5307 and FTA 5310, and move forward with the five-year programming plans for FTA 5307, 5310, 5337, and 5339.

***Attachments***

A. Capital Programming Policies by Fund Source, December 2021
B. Orange County Transportation Authority, Federal Transit Administration Program of Projects Description
C. Proposed Program of Projects for Federal Fiscal Year 2024-25 by Fund Source
D. Proposed Program of Projects for Federal Fiscal Year 2024-25 by Project
E. Adjustments to FFY 2023-24 Program of Projects for FTA Section 5307 Funds and Proposed Five-Year Programming Plan for FTA Section 5307 Funds
F. Adjustments to FFY 2023-24 Program of Projects for FTA Section 5310 Funds and Proposed Five-Year Programming Plan for FTA Section 5310 Funds
G. Proposed Five-Year Programming Plan for FTA Section 5337 Funds
H. Proposed Five-Year Programming Plan for FTA Section 5339 Funds
I. Capital Funding Program Report

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**ATTACHMENT A**

# Capital Programming Policies by Fund Source
## December 2021

| Equity consideration for all funding programs: In addressing the mobility needs of the County, the Orange County Transportation Authority (OCTA) will consider both benefits and impacts of improvements to low-income and disadvantaged communities, with the goal of improving transportation and mobility options. | |
|---|---|
| Funding Source/Agency | State and Federal Programming Policies |
| All State and Federal Fund Sources and New Funding Programs | OCTA's goal for external funding is to be successful in increasing the use of external funds and decrease the use of local funds, when possible. First priority of all funding sources, when consistent with the funding agency priority and policies, is to fulfill commitments to the latest Next 10 Delivery Plan (Next 10 Plan), specifically Measure M2 (M2) projects, and to maintain existing OCTA assets in a state of good repair (SGR) and support OCTA priorities. Consideration will be given to use state and federal funds for projects that are complementary to M2 projects and that share the M2 Program goals to reduce congestion, strengthen the economy, and improve the quality of life. All fund sources must be programmed through formal programming actions. |
| Funding Source/Agency | Federal Programming Policies |
| Federal Programs | |
| Congestion Mitigation and Air Quality (CMAQ)/Caltrans for Federal Highway Administration (FHWA) | Use CMAQ funding for:<br>• Fixed-guideway and/or high-occupancy vehicle or high-occupancy toll operational improvements,<br>• vanpool program and rideshare services,<br>• rail and bus transit capital projects,<br>• traffic light synchronization projects,<br>• new or expanded transit operations (three years of CMAQ funding may be used for the first five years), and<br>• eligible bicycle and pedestrian projects.<br><br>All projects that use CMAQ funds must demonstrate a quantifiable air quality benefit. Projects must be recommended based on performance. |
| Federal Transit Administration (FTA) Section 5307 Formula/FTA | Use funds to support ongoing transit operations and SGR through (not in priority order):<br>• Preventive maintenance,<br>• capital cost of contracting, and<br>• bus replacement.<br><br>Lower priority but eligible if funding available:<br>• Other priority capital projects that are consistent with the comprehensive business plan.<br><br>Set-Asides: Up to 20 percent for paratransit operating assistance, one percent for transit security (unless funded using local, state, or other federal funds), and percent of funds generated by rail operations to be used for rail operations and capital projects. |
| Funding Source/Agency | Federal Programming Policies |
| FTA Section 5310 Formula/FTA | Use funds for eligible enhancements to paratransit capital and operations. |
| FTA Section 5337 Formula/FTA | Use funds for commuter rail rehabilitation and/or renovation projects, for capital projects that maintain and/or replace equipment and facilities to keep the commuter rail system in a state of good repair, and for preventive maintenance. Use funds generated by express bus transit for bus transit capital maintenance. Use of funding must also benefit OCTA express bus services. |

## Capital Programming Policies by Fund Source
## December 2021

| | |
|---|---|
| FTA Section 5339 Formula/FTA | Use funds for:<br><br>• Capital maintenance,<br>• capital cost of contracting,<br>• bus replacement, and<br>• other bus capital projects as identified in the Transit Asset Management Plan. |
| Highway Infrastructure Program/Caltrans for FHWA | Use funds for M2 freeway program (consistent with the latest Next 10 Plan). |
| National Highway Freight Program/California Transportation Commission (CTC) for FHWA | These funds are administered by the State through the Trade Corridor Enhancement Program. |
| Surface Transportation Block Grant Program - Formerly the Regional Surface Transportation Program/Caltrans for FHWA | Use funds for M2 freeway program (consistent with the latest Next 10 Plan) and for other non-M2 freeway projects that are complementary with the M2 freeway program, local streets and roads, bicycle, pedestrian, and/or complete streets projects. Funds may also be used for countywide planning activities up to five percent annually.<br><br>Projects will be recommended based on performance. |
| Transportation Alternatives Program – CTC/Southern California Association of Governments (SCAG) through Active Transportation Program (ATP) | These funds are administered by the State through the ATP and OCTA, through Board action, will establish prioritization criteria, based on regional planning for SCAG regional call for projects through Board action with every cycle. |

**ATTACHMENT B**

# Orange County Transportation Authority
# Federal Transit Administration Program of Projects Description

Included herein are project descriptions for all projects referenced throughout the federal fiscal year (FFY) 2024-25 Federal Transit Administration (FTA) Program of Projects staff report and its attachments.

Preventive Maintenance

The OC Bus preventive maintenance costs include all maintenance costs related to maintaining buses, fixed-route infrastructure equipment and facilities, salaries, and benefits of maintenance personnel, as well as building and vehicle repair. Preventive maintenance is funded through FTA 5307 and FTA 5337 funds. FTA 5307 funds salaries and benefits for preventive maintenance. Since FTA 5337 is provided based on operating statistics related to express bus services on high-occupancy vehicle (HOV) lanes, FTA 5337 guidance requires these funds are directed to preventive maintenance for facilities that support express bus service that run on HOV lanes.

Capitalized Cost of Contracted Services

The capitalized costs associated with contracting for transit and maintenance services includes OC ACCESS paratransit service (described above) and contracted OC Bus fixed-route service of revenue fleet vehicles owned by the Orange County Transportation Authority (OCTA). Fixed-route service refers to a vehicle operated along a fixed route on a specific schedule. Eligible components include the capital costs of the vehicles used in the services, as well as the capital component of overhead (e.g., offices and equipment for the provider of the OC ACCESS paratransit service). In FFY 2024-25, capitalized cost of contracted services is funded through FTA 5307 and 5310.

Safety Projects

Use of FTA Section 5307 requires that agencies using these funds have a Public Transportation Agency Safety Plan (PTASP) and that not less than 0.75 percent of the total apportionment be used on safety-related projects included in the PTASP. Further, a recipient receiving assistance under Section 5307 that does not meet the safety risk reduction program performance targets established under the PTASP must select safety projects in the following fiscal year that are reasonably likely to assist the recipient in meeting the performance targets, including modifications to rolling stock and de-escalation training. In 2024 the following safety performance targets were not met:

- OC Bus – Two targets were missed in 2024 for the miles between road calls and fatalities safety targets
- OC Access – Two safety targets were missed related to the number of injuries and safety events

Specific projects are currently being identified that will assist OCTA in meeting its safety performance targets in the future.

Replacement of Gasoline Paratransit Vans Project

There are 108 paratransit vans and 13 cutaway paratransit vehicles that are due to be replaced with gasoline paratransit vehicles, consistent with the useful life of vehicles defined by OCTA's Transit Asset Management Plan. The FFY 2024-25 FTA 5339 funds will support the replacement of 27 paratransit vans, specifically Ford 350 EL Class V vehicles, which operate on gasoline and have a capacity of six passengers and two wheelchairs, and three cutaway paratransit vehicles which are Ford E350 Class B with gasoline used as the fuel type with a capacity of 12 passengers and five wheelchairs. For both the vans and cutaways, the contract will include equipping the vehicles with radio equipment, an onboard video surveillance system, Kidde fire detection and suppression systems, and other OCTA requirements such as a Vapor Contactless Acoustic Sensing System, drivers barriers, Americans with Disabilities Act compliance, and Cradlepoint router.

Southern California Regional Rail Authority (SCRRA [Metrolink]) Rehabilitation/ Renovation

The SCRRA Rehabilitation/Renovation Project will rehabilitate and/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. FTA 5337 funds will support these commuter rail rehabilitation/renovation projects. The proposed funding for the fiscal year (FY) 2025-26 rehabilitation/renovation budget, as adopted by the Board of Directors (Board) on June 9, 2025, is provided below:

| Rehabilitation/ Renovation Fund Source | FTA 5337 | SB 125 | Total |
|---|---|---|---|
| FY 2025-26 Budget Amount | $19,267,925 | $13,187,583 | $32,455,508 |

SB 125 (Chapter 54, Statutes of 2023)

Metrolink Preventive Maintenance

The commuter rail preventive maintenance costs include all maintenance costs related to maintaining rolling stock, vehicles, rail infrastructure, equipment and facilities, salaries, and benefits of maintenance personnel for the commuter rail service. The proposed FTA 5307 and FTA 5337 funds will support OCTA's share of Metrolink preventive maintenance costs. Preventive maintenance is part of the Metrolink operating budget. The proposed funding for the FY 2025-26 operating budget, as adopted by the Board on June 9, 2025, is provided in the following table.

# Orange County Transportation Authority
# Federal Transit Administration Program of Projects Description

| Operating Fund Source | FTA 5337 | FTA 5307 | SB 125 | M2 | Total |
|---|---|---|---|---|---|
| FY 2025-26 Budget Amount | $3,084,444 | $6,659,886 | $26,000,000 | $16,228,213 | $51,972,543 |

SCRRA New Capital

The proposed FTA 5307 funds will support OCTA's share of SCRRA New Capital costs as shown in the following table which was provided by Metrolink as part of the budget information provided to OCTA staff:

| New Capital Project | Project Description | OCTA Share |
|---|---|---|
| Information Technology (IT) Infrastructure Library-compliant IT Service Management Solution | Implement an IT Infrastructure Library-compliant IT Service Management solution to support the critical cyber security domain of the National Institute of Standards and Technology Cyber Security Framework. Current program is unable to maintain a comprehensive inventory of technology assets, critical functions, and cyber security risks to ensure their protection, and properly manage the services they provide. | $ 45,738 |
| Enhance Network Infrastructure Security | Enhance the Network Infrastructure Security by implementing Software Firewalls in SCRRA's Cloud Environments and introduce Artificial Intelligence security products. | $ 46,728 |
| Rolling Stock Smart Maintenance | • Rebuild the onboard maintenance system with sensor technology.<br>• Build wireless network infrastructure in Metrolink rolling stock<br>• Connection capacity to onboard system that could be delivered by other projects.<br>• Develop software for wireless maintenance and connection to the onboard systems. | $ 990,990 |
| Los Angeles Union Station (LAUS) West Portal Customer Service Office Refurbishment | • Expand the West Portal ticketing and lost and found offices, provide necessary office space.<br>• Increase the number of windows and the frontage of the ticketing office at LAUS. | $ 82,368 |
| Mobile Train Dispatch Operations Center | Procure and upfit a mobile dispatch trailer with appropriate equipment and software capable to being trailered by a truck, procured by this project. The mobile train dispatch center equips SCRRA with the ability to execute remote train dispatch over all SCRRA lines, independent of the current dispatch centers. | $ 778,140 |
| Construction of Positive Train Control (PTC) Training Center | The construction of the PTC Training Center will include the following features:<br>A. Two PTC simulator rooms, with an instructor's room positioned between them, equipped with glass windows for direct observation of trainee activities.<br>B. Two training rooms: one with a capacity of 25-30 people, and a smaller room for 8-12 people. | $ 427,878 |
| Portable Wheel True and Rotor Equipment Acquisition | Procure and commission one portable wheel true lathe and one rotor change machine. Includes equipment and maintenance training for mechanical crew. | $ 114,048 |
| EV Infrastructure | • Feasiblility & Design Phase: Develop comprehensive drawings and plans for the EV charging infrastructure, including site layout, electrical specifications, and integration with existing facilities.<br>• Construction Phase: Build and install electric vehicle (EV) charging stations at designated Metrolink yards. The project aims to provide reliable and efficient charging facilities for the future electric non-revenue fleet. | $ 425,898 |
| New Budget System | Modernize the SCRRA annual budget application. | $ 172,656 |
| **New Capital TOTAL** | | **$ 3,084,444** |

# Orange County Transportation Authority
# Federal Transit Administration Program of Projects Description

Anaheim Transportation Network (ATN)

OCTA will request funding representing the share of federal funds generated by ATN as defined by the National Transit Database Reporting System to support eligible capitalized operating costs, preventive maintenance, and/or transit capital projects. Eligible expenses for these funds include ATN maintenance personnel costs and bus engine replacements.

**ATTACHMENT C**

**Proposed Program of Projects for Federal Fiscal Year 2024-25 by Fund Source**

**Pending Board Approval 9/22/25**

| Proposed Projects | FTA Sec 5307 | Local Match[2] | Local Match Source | Statewide Match Credit [1] |
|---|---|---|---|---|
| OC Bus Preventive Maintenance - Salaries & Benefits [5] | $ 25,214,650 | $ - | | $ 5,042,930 |
| Capitalized Cost of Contracted Services for Fixed-Route Service [5] | $ 23,037,765 | $ 5,759,441 | local transit funds | $ - |
| Capitalized Cost of Contracted Services for OC ACCESS [5] | $ 15,832,796 | $ 3,958,199 | local transit funds | $ - |
| Safety Projects (0.75 percent minimum) [3] | $ 565,838 | | | $ 113,168 |
| Metrolink FY 2025-26 Budget Preventive Maintenance - Operating Subsidy Suballocation [4] | $ 6,659,886 | $ 1,664,972 | SB125 or M2 | $ - |
| Metrolink FY 2025-26 Budget New Capital Suballocation [4] | $ 3,084,444 | | | $ 616,889 |
| Anaheim Transportation Network Suballocation | $ 1,049,704 | $ - | | $ 209,941 |
| **Total FFY 2024 FTA 5307** | **$ 75,445,083** | **$ 11,382,612** | | **$ 5,982,928** |

| Proposed Projects | FTA Sec 5310 | Local Match | Local Match Source | Statewide Match Credit |
|---|---|---|---|---|
| Capitalized Cost of Contracted Services for OC ACCESS Services [5] | $ 3,237,798 | $ 809,450 | local transit funds | $ - |
| **Total FFY 2024 FTA 5310** | **$ 3,237,798** | **$ 809,450** | | **$ -** |

| Proposed Projects | FTA Sec 5337 | Local Match | Local Match Source | Statewide Match Credit |
|---|---|---|---|---|
| Metrolink FY 2024-25 Budget Rehabilitation/Renovation Suballocation [4] | $ 19,267,925 | $ 4,816,981 | SB125 or M2 | $ - |
| Metrolink FY 2024-25 Budget Preventive Maintenance - Operating Subsidy Suballocation [4] | $ 3,084,444 | $ 771,111 | SB125 or M2 | $ - |
| OC Bus Preventive Maintenance - Facilities [5,7] | $ 1,302,384 | $ - | | $ 260,477 |
| **Total FFY 2024 FTA 5337** | **$ 23,654,753** | **$ 5,588,092** | | **$ 260,477** |

| Proposed Projects [6] | FTA Sec 5339 | Local Match | Local Match Source | Statewide Match Credit |
|---|---|---|---|---|
| Replacement Cutaway Paratransit Vehicles | $ 711,485 | | | $ 142,297 |
| Replacement Paratransit Vans | $ 5,140,047 | $ - | | $ 1,028,009 |
| Anaheim Transportation Network Suballocation | $ 122,167 | $ - | | $ 24,433 |
| **Total FFY 2024 FTA 5339** | **$ 5,973,699** | **$ -** | | **$ 1,194,739** |

1. FTA-funded projects' match requirement are proposed to be met by using statewide transportation development credit (TDC) match, which allows projects to be federally-funded at 100 percent. Use of TDC match requires approval by the California Department of Transportation.
2. Local match at 20 percent of total cost is provided by either local transit funds, SB 125 Transit Program or M2 funds.
3. FTA 5307 requires that agencies that do not meet their safety risk reduction program performance targets must select safety projects in the following fiscal year to projects that are reasonably likely to assist the recipient in meeting the performance targets. In prior years, OCTA used preventive maintenance to satisfy the 0.75 percent minimum, but in 2024 OCTA did not meet four performance targets.
4. Funding for SCRRA/Metrolink is consistent with the assumptions for the approved SCRRA and OCTA budgets for FY 2025-26.
5. OCTA projects are consistent with the Comprehensive Business Plan.
6. FTA 5339 will support replacing three cutaway paratransit vehicles and 27 paratransit vans.
7. In accordance with FTA 5337 guidance, preventive maintenance - facilities funded by FTA 5337 is directed to projects that support express.

Acronyms:

Board - Board of Directors
FTA - Federal Transit Administration
FY - Fiscal Year
FFY - Federal Fiscal Year
M2 - Measure M2
OCTA - Orange County Transporation Authority
POP - Program of Projects
SB 125 - SB 125 (Chapter 54, Statutes of 2023)
Sec - Section
SCRRA - Southern California Regional Rail Authority

**ATTACHMENT D**

## Proposed Program of Projects for Federal Fiscal Year 2024-25 by Project

Pending Board Approval 09/22/25

| **Proposed Projects - Fixed-Route Bus** | FTA Programs | Proposed Amount |
|---|---|---|
| OC Bus Preventive Maintenance - Salaries & Benefits | 5307 | $ 25,214,650 |
| Capitalized Cost of Contracted Services for Fixed-Route Service | 5307 | $ 23,037,765 |
| Safety Projects (0.75 percent minimum) [2] | 5307 | $ 565,838 |
| OC Bus Preventive Maintenance - Facilities [1] | 5337 | $ 1,302,384 |
| **Subtotal Fixed-Route** | | **$ 50,120,637** |
| **Proposed Projects - Paratransit** | | |
| Capitalized Cost of Contracted Services for OC ACCESS Service | 5307 | $ 15,832,796 |
| Capitalized Cost of Contracted Services for OC ACCESS Service | 5310 | $ 3,237,798 |
| Replacement Cutaway Paratransit Vehicles [3] | 5339 | $ 711,485 |
| Replacement Paratransit Vans [3] | 5339 | $ 5,140,047 |
| **Subtotal Paratransit** | | **$ 24,922,126** |
| **Proposed Projects - Metrolink** | | |
| Metrolink FY 2024-25 Budget Preventive Maintenance - Operating Subsidy Suballocation | 5307 | $ 6,659,886 |
| Metrolink New Capital (FY 2024-25 budget request) | 5307 | $ 3,084,444 |
| Metrolink FY 2023-24 Budget Rehabilitation/Renovation | 5337 | $ 19,267,925 |
| Metrolink FY 2024-25 Budget Preventive Maintenance - Operating Subsidy Suballocation | 5337 | $ 3,084,444 |
| **Subtotal Metrolink** | | **$ 32,096,699** |
| **Proposed Projects - Other** | | |
| Anaheim Transportation Network Suballocation | 5307 | $ 1,049,704 |
| Anaheim Transportation Network Suballocation | 5339 | $ 122,167 |
| **Subtotal Other** | | **$ 1,171,871** |
| Total FTA funds | | **$ 108,311,333** |
| FTA Total Bus and OC ACCESS | | $ 75,042,763 |
| FTA Total Metrolink | | $ 32,096,699 |
| FTA Total Anaheim Transportation Network | | $ 1,171,871 |

1. Preventive maintenance - facilties funded by FTA 5337 is directed to projects that support express bus services.
2. FTA 5307 requires that agencies that do not meet their safety risk reduction program performance targets must select safety projects in the following fiscal year to projects that are reasonably likely to assist the agency in meeting the performance targets. In prior years, OCTA used preventive maintenance to satisfy the 0.75 percent minimum, but in 2024 OCTA did not meet four performance targets.
3. FTA 5339 combined will support the replacement of 30 paratransit vehicles.

Acronyms:
Board - Board of Directors

**ATTACHMENT E**

## Adjustments to
## FFY 2023-24 Program of Projects for FTA Section 5307 Funds and Proposed Five Year Programming Plan for FTA Section 5307 Funds

(Pending Board approval on September 22, 2025)

**FY 2023-24 Adjustments**

| Line Item Description | FFY 2023-24 FTA 5307 Amount | Adjustment Increase (Decrease)[4] | Revised FFY 2023-24 FTA 5307 Amount[4] | Local Match[2] | Revised Statewide Match Credit[1] |
|---|---|---|---|---|---|
| Preventive Maintenance | 40,667,309 | (8,541,636) | 32,125,673 | - | 6,425,135 |
| Capitalized Cost of Contracted Services (OC Bus and OC ACCESS combined) [2] | 22,634,582 | 8,541,636 | 31,176,218 | 7,794,055 | - |
| Metrolink Operating Subsidy Suballocation [3] | 9,841,215 | - | 9,841,215 | | 1,968,243 |
| Anaheim Transportation Network Suballocation [4] | 1,179,833 | - | 1,179,833 | | 235,967 |
| FFY 2023-24 Total (All Projects)[4] | $ 74,322,939 | $ - | $ 74,322,939 | $ 7,794,055 | $8,629,345 |

Notes:
1. The projects are utilizing statewide match credit which allows projects to be funded with federal funds at 100 percent.
2. In 2025, FTA now requires Caltrans to certify the use of statewide match credit before grant execution, and OCTA learned only 50 percent of the match credit assumed in the FFY 2023-24 POP was available. Local funds were substituted for match credit applied to capitalized cost of contracted services. Since FTA 5307 can only fund 40 percent of this type of project, this change did not require additional funding as these funds were already applied to 60 percent of capitaized cost of contracted services.
3. SCRRA/Metrolink will be the grantee for these funds.
4. OCTA will be the grantee for these funds and pass through to Anaheim Transportation Network.
5. The guidelines for use of formula funds for PM state FTA 5307 can only be used for PM for up to 2 years including the current FFY and the prior FFY. The period for use of PM was originally beyond the FFY 24-25 period.

Proposed Five-Year Programming Plan for FTA Section 5307 Funds
Urbanized Area Formula Program (FFY 2024-25 through FFY 2028-29)

(Pending Board approval on September 22, 2025)

| Line Item Description | FFY 2024-25 | FFY 2025-26 | FFY 2026-27 | FFY 2027-28 | FFY 2028-29[5] |
|---|---|---|---|---|---|
| Preventive Maintenance[1] | 25,214,650 | 25,214,650 | 25,214,650 | 25,214,650 | 25,214,650 |
| Capitalized Cost of Contracted Services for Fixed-Route Service[2] | 23,037,765 | 23,037,765 | 23,037,765 | 23,037,765 | 23,037,765 |
| Capitalized Cost of Contracted Services for OC ACCESS[2] | 15,832,796 | 15,832,796 | 15,832,796 | 15,832,796 | 15,832,796 |
| Safety Projects (0.75 percent minimum)[1,4] | 565,838 | 565,838 | 565,838 | 565,838 | 565,838 |
| Metrolink Preventive Maintenance[2,3] | 6,659,886 | 6,659,886 | 6,659,886 | 6,659,886 | 6,659,886 |
| Metrolink New Capital[2,3] | 3,084,444 | 3,084,444 | 3,084,444 | 3,084,444 | 3,084,444 |
| Anaheim Transportation Network Suballocation[1] | 1,049,704 | 1,049,704 | 1,049,704 | 1,049,704 | 1,049,704 |
| FFY 2024-25 to 2028-29 Total (All Projects) | $ 75,445,083 | $ 75,445,083 | $ 75,445,083 | $ 75,445,083 | $ 75,445,083 |

Notes:
1. The projects are proposed to use statewide match credit which allows projects to be federally funded at 100 percent.
2. Assumes local match from local transit funds.
3. Federal formula funds generated through rail operations will be used for commuter rail projects.
4. FTA 5307 requires that agencies that do not meet their safety risk reduction program performance targets must select safety projects in the following fiscal year to projects that are reasonably likely to assist the agency in meeting the performance targets. In prior years, OCTA used PM to satisfy the 0.75 perecent minimum, but in 2024 OCTA did not meet four performance targets.
5. Five years of funding is provided in order to program funds to projects in the Federal Transportation Improvement Program. Assumes extension or reauthorization of the Infrastructure Investment and Jobs Act.

Acronyms:
Board - Board of Directors
FFY - Federal Fiscal Year
FTA - Federal Transit Administration
OCTA - Orange County Transportation Authority
PM - Preventive Maintenance
SCRRA - Southern California Regional Rail Authority/Metrolink

**ATTACHMENT F**

## Adjustments to FFY 2023-24 Program of Projects for FTA Section 5310 Funds and Proposed Five-Year Programming Plan for FTA Section 5310 Funds

**FFY 2023-24 Adjustments**

(Pending Board approval on September 22, 2025)

| Line Item Description | FFY 2023-24 FTA 5310 Amount | Adjustment Increase (Decrease)[2] | Revised FFY 2023-24 FTA 5310 Amount | Local Match | Statewide Match Credit [1] |
|---|---|---|---|---|---|
| Capitalized Cost of Contracted Services for OC ACCESS Services[1] | 3,425,366 | (223,991) | 3,201,375 | 800,344 | - |

**Enhanced Mobility of Seniors and Individuals with Disabilities Program (FFY 2024-25 through FFY 2028-29)**

(Pending Board approval on September 22, 2025)

| Line Item Description | FFY 2024-25 | FFY 2025-26 | FFY 2026-27 | FFY 2027-28 | FFY 2028-29[3] |
|---|---|---|---|---|---|
| Capitalized Cost of Contracted Services for OC ACCESS Services[1] | 3,237,798 | 3,237,798 | 3,237,798 | 3,237,798 | 3,237,798 |
| FFY 2024-25 to 2028-29 Total (All Projects) | $ 3,237,798 | $ 3,237,798 | $ 3,237,798 | $ 3,237,798 | $ 3,237,798 |

Notes:

1. The projects are proposed to use local transit funds to provide 20 percent local match.
2. FFY 2023-24 POP assumed the FFY 2022-23 amount instead of actual FFY 2023-24 appropriation.
3. Five years of funding is provided in order to program funds to projects in the Federal Transportation Improvement Program. Assumes extension or reauthorization of the IIJA.

Acronyms:

Board - Board of Directors
FTA - Federal Transit Administration
FFY - Federal fiscal year
IIJA - Infrastructure Investment and Jobs Act
POP - Program of Projects

**ATTACHMENT G**

# Proposed Five-Year Programming Plan for FTA Section 5337 Funds

(Pending Board approval on September 22, 2025)

| Line Item Description | FFY 2024-25 | FFY 2025-26 | FFY 2026-27 | FFY 2027-28 | FFY 2028-2029[5] |
|---|---|---|---|---|---|
| Metrolink Rehabilitation FY 2025-26[1,2] | 19,267,925 | - | - | - | - |
| Metrolink Preventive Maintenance FY 2025-26[1,2] | 3,084,444 | | | | |
| Metrolink Rehabilitation FY 2026-27[1,2] | - | 19,267,925 | - | - | - |
| Metrolink Preventive Maintenance FY 2026-27[1,2] | | 3,084,444 | | | |
| Metrolink Rehabilitation FY 2027-28[1,2] | - | - | 19,267,925 | - | - |
| Metrolink Preventive Maintenance FY 2027-28[1,2] | | | 3,084,444 | | |
| Metrolink Rehabilitation FY 2028-29[1,2] | - | - | - | 19,267,925 | - |
| Metrolink Preventive Maintenance FY 2028-29[1,2] | | | | 3,084,444 | |
| Metrolink Rehabilitation FY 2029-30[1,2] | - | - | - | - | 19,267,925 |
| Metrolink Rehabilitation FY 2029-30[1,2] | | | | | 3,084,444 |
| OCTA Bus Preventive Maintenance - Facilities[1,3,4] | 1,302,384 | 1,302,384 | 1,302,384 | 1,302,384 | 1,302,384 |
| **Total (All Projects)** | $ 23,654,753 | $ 23,654,753 | $ 23,654,753 | $ 23,654,753 | $ 23,654,753 |

Notes:

1. The projects are using local funds to provide 20 percent match.
2. Metrolink rehabilitation and preventive maintenance amounts are based on the SCRRA-adopted FY 2025-26 Budget and the OCTA Comprehensive Business Plan thereafter. Funds will be in an SCRRA grant.
3. These funds will be in an OCTA grant.
4. Per OCTA's Board policy, FTA Section 5337 funds generated by bus operations are programmed to OCTA bus preventive maintenance on facilities. These funds are directed to projects that support express bus services.
5. Five years of funding is provided in order to program funds to projects in the Federal Transportation Improvement Program. Assumes extension or reauthorization of the IIJA.

Acronyms:

Board - Board of Directors
FTA - Federal Transit Administration
FFY - Federal Fiscal Year
IIJA - Infrastructure Investment and Jobs Act
OCTA - Orange County Transportation Authority
SCRRA - Southern California Regional Rail Authority/Metrolink

**ATTACHMENT H**

## Proposed Five-Year Programming Plan for FTA Section 5339 Funds

(Pending Board approval on September 22, 2025)

| Line Item Description | FFY 2024-25 | FFY 2025-26 | FFY 2026-27 | FFY 2027-28 | FFY 2028-29[2] |
|---|---|---|---|---|---|
| Replacement Cutaway Paratransit Vehicles | 711,485 | 2,317,433 | | | |
| Replacement Paratransit Vans | 5,140,047 | - | - | - | - |
| Capitalized Cost of Contracted Services | - | 3,534,099 | 5,851,532 | 5,851,532 | 5,851,532 |
| Anaheim Transportation Network Suballocation | 122,167 | 122,167 | 122,167 | 122,167 | 122,167 |
| **Total (All Projects)** | $ 5,973,699 | $ 5,973,699 | $ 5,973,699 | $ 5,973,699 | $ 5,973,699 |

Notes:

1. Projects are utilizing statewide match credit which allows projects to be federally funded at 100 percent except for capitalized costs of contracted services which is using local transit funds as 20 percent match.

2. Five years of funding is provided in order to program funds to projects in the Federal Transportation Improvement Program. Assumes extension or reauthorization of the IIJA.

Acronyms:
Board - Board of Directors
FTA - Federal Transit Administration
FFY - Federal Fiscal Year
IIJA - Infrastructure Investment and Jobs Act

**ATTACHMENT I**

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 2025**

## 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[1,3] | | $9,493 | | $9,493 | | | | | | | |
| 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)[1,2,3] | | $463,410 | | $365,958 | | | | | | | $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 Call | | $2,280 | | | | | | | | | $2,280 |
| Facilities upgrades, modifications, and replacement projects | | $1,739 | | | | | $1,739 | | | | |
| Harbor Boulevard 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 Replacement at Santa Ana Bus Base | | $4,593 | | | | | $4,593 | | | | |
| Hydrogen Fueling Station at Garden Grove Bus Base | | $22,080 | | | | | $8,156 | $13,924 | | | |
| Installation of Battery-Electric Chargers at Santa Ana Bus Base | | $2,790 | | | | | $2,790 | | | | |
| 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)[1,2,3] | | $327,556 | | $327,556 | | | | | | | |
| Purchase 117 replacement paratransit vehicles | | $14,995 | | $14,995 | | | | | | | |
| Purchase 131 replacement paratransit vehicles[1,3] | | $29,023 | | $29,023 | | | | | | | |
| Rehabilitation and renovation at OCTA bus facilities | | $1,509 | | $1,207 | | | | | | | $302 |
| Rideshare/vanpool | | $20,232 | $20,232 | | | | | | | | |
| Safety Projects[1] | | $565 | | $565 | | | | | | | |
| Security Gates at Garden Grove, Santa Ana, Anaheim bus bases | | $5,859 | | | | | $5,859 | | | | |
| Standby backup generators at Anaheim and IRCC bus bases | | $1,374 | | | | | $1,374 | | | | |

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 2025**

## 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 Security and Operations Center | | $68,261 | | | $3,660 | $10,381 | $43,828 | $5,603 | | | $4,789 |
| 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** | | **$1,672,855** | **$242,629** | **$851,143** | **$3,660** | **$12,915** | **$78,876** | **$156,469** | **$5,730** | **$57,245** | **$264,188** |

| | |
|---|---|
| **Federal Funding Total** | **$1,097,432** |
| **State Funding Total** | **$248,260** |
| **Local Funding Total** | **$327,163** |
| **Total Funding (000's)** | **$1,672,855** |

## 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

**Pending Approval by OCTA Board of Directors - September 22, 2025**

| 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

**Pending Approval by OCTA Board of Directors - September 22, 2025**

1. Approve the FFY 2024-25 Federal Transit Administration Section 5307 Urbanized Area Formula, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5337 State of Good Repair, and Section 5339 Bus and Bus Facilities Program of Projects, including federal and local funds, and the use of match credit for projects included in this report.

2. Approve changes to funding for preventive maintenance and capitalized cost of contracted services in prior federal fiscal years for Federal Transit Administration, Section 5307 Urbanized Area Formula Program of Projects, including federal and local funds, and the use of match credit for projects to comply with guidelines for use of the funding.

3. Approve the five-year programming plan for Federal Transit Administration Section 5307 Urbanized Area Formula, Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Federal Transit Administration Section 5337 State of Good Repair, and Federal Transit Administration Section 5339 Bus and Bus Facilities.

## Acronyms:

ATN - Anaheim Transportation Network
Board - Board of Directors
CMAQ - Congestion Mitigation Air Quality Improvement Program
DCFC - Direct Current Fast Charging
Env - Environmental
FFY - Federal Fiscal Year
FTA - Federal Transit Administration
FY - Fiscal Year
Fed - Federal
IRCC - Irvine Construction Circle
M Code - Project Codes in Measure M1 and M2
M1 - Measure M1
M2 - Measure M2
MSRC - Mobile Source Air Pollution Reduction Review Committee
OCTA - Orange County Transportation Authority
SB 1 - SB 1 (Chapter 5, Statutes of 2017)
STBG - Surface Transportation Block Grant
STIP - State Transportation Improvement Program
VSS - Video Surveillance System

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 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 | | | | | | | | |
| 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 | |
| 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 | | | |
| Metrolink new capital[1,3] | R | $21,977 | $2,121 | $19,856 | | | | | | | |
| Metrolink Operating Subsidy - FY 2023-24 to FY 2027-28[1,3] | R | $271,246 | | $71,212 | | | | $135,745 | | $64,289 | |
| Metrolink rehabilitation/renovation - FY 2021-22 to FY 2025-26[1,3] | R | $209,117 | | $209,117 | | | | | | | |
| 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 | | | |
| Placentia Commuter Rail Station | R | $34,825 | $50 | | | $2,500 | | $400 | | $8,000 | $23,875 |
| Rail track and structures | R | $86,468 | | | | | | $86,468 | | | |
| 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 | |
| OC Streetcar operations | S | $164,971 | $18,050 | | | | | $74,659 | | $40,506 | $31,756 |
| Pedestrian Audible Warning System | | $2,036 | | | | | | $1,818 | | | $218 |
| | | **$1,994,340** | **$157,261** | **$515,310** | **$114,123** | **$40,700** | **$90,478** | **$698,136** | **$6,904** | **$313,947** | **$57,481** |

| Rail Project Totals | |
|---|---|
| Federal Funding Total | $786,694 |
| State Funding Total | $829,314 |
| Local Funding Total | $378,332 |
| Total Funding (000's) | $1,994,340 |

## 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 | | |

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 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 |
| 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 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 | |
| Anaheim Canyon Station | R | $34,200 | $30,432 | | | | | | | $2,000 | $1,768 |
| Control Point at 4th Street | R | $2,985 | | $2,985 | | | | | | | |
| Control Point Stadium crossover | R | $6,490 | | $3,245 | | | | $3,245 | | | |
| Fullerton Transportation Center stair rehabilitation | R | $1,065 | | $1,030 | | | | | | | $35 |
| Laguna Niguel to San Juan Capistrano passing siding | R | $35,956 | $24,652 | $1,015 | | $3,000 | | $6,734 | | | $555 |
| 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 |
| 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 | |
| Ticket vending machines | R | $6,857 | | | | | | | | | $6,857 |
| Transit Rail Security (monitors, fencing, video surveillance) | R | $163 | | | | | | $163 | | | |
| VSS at commuter rail stations | R | $4,409 | | $3,594 | | | | $56 | | | $759 |
| Go Local | S | $7,730 | | | | | | | $7,730 | | |
| M2 Project S Transit extensions to Metrolink (Rubber Tire) | S | $733 | | | | | | | | $733 | |
| ARTIC environmental, ROW, program management support, site plan | M1 | $41,369 | | | | | | | $8,869 | | $32,500 |
| 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 | | |
| Tustin Rail Station parking expansion | M1 | $15,390 | | | | $1,100 | | $7,181 | $7,109 | | |
| **Rail Project Completed Totals** | | **$933,401** | **$148,927** | **$111,471** | **$4,735** | **$58,331** | | **$211,182** | **$215,693** | **$86,790** | **$96,272** |

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 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 |

| | |
|---|---|
| Federal Funding Total | $265,133 |
| State Funding Total | $269,513 |
| Local Funding Total | $398,755 |
| Total Funding (000's) | $933,401 |

# Capital Funding Program Report

**Pending Approval by OCTA Board of Directors - September 22, 2025**

1. Approve the FFY 2024-25 Federal Transit Administration Section 5307 Urbanized Area Formula, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Section 5337 State of Good Repair, and Section 5339 Bus and Bus Facilities Program of Projects, including federal and local funds, and the use of match credit for projects included in this report.

2. Approve changes to funding for Preventive Maintenance and capitalized cost of contracted services in prior FFYs for Federal Transit Administration, Section 5307 Urbanized Area Formula Program of Projects, including federal and local funds, and the use of match credit for projects to comply with guidelines for use of the funding.

3. Approve the five-year programming plan for Federal Transit Administration Section 5307 Urbanized Area Formula, Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Federal Transit Administration Section 5337 State of Good Repair, and Federal Transit Administration Section 5339 Bus and Bus Facilities.

## 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
Fed - Federal
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

OCTA

***September 22, 2025***

***To:*** Members of the Board of Directors

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Approval to Release Request for Qualifications and Request for Proposals for Design-Build of a Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

## *Overview*

As part of the two-step, best value design-build procurement for a hydrogen fueling station and facility modifications at the Garden Grove Bus Base, the Orange County Transportation Authority has developed a request for qualifications to initiate a competitive procurement process to retain a contractor for design-build services to deliver this project. Staff is requesting Board of Directors' approval to release the request for qualifications as the first step in this procurement. Staff is also requesting Board of Directors' approval for staff to determine the short-list offerors, and to release the request for proposals to the short-listed offerors as part of the second step of this procurement.

## *Recommendations*

A. Approve the proposed evaluation criteria and scoring for Request for Qualifications 5-4319 for the short-listing of design-build teams for the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

B. Approve the release of Request for Qualifications 5-4319 for design-build services for a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

C. Authorize staff to determine a short-list of qualified design-build teams in accordance with the Board of Directors-approved criteria and issue to the short-listed firms the subsequent request for proposals for the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

D. Approve the evaluation criteria, weightings, and best value selection process for Request for Proposals 5-4320 for design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base.

E. Approve the release of Request for Proposals 5-4320 for design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base to the short-listed design-build teams determined under Recommendation C above.

### *Discussion*

The Orange County Transportation Authority (OCTA) initiated a pilot program to test zero-emission bus (ZEB) technology in order to obtain operational information to determine which ZEB technology, or mix of technologies, best meets OCTA service requirements. The ZEB pilot program was implemented in early 2020 with the introduction of ten hydrogen fuel cell electric buses (FCEB) and a hydrogen fueling station at the Santa Ana Bus Base. This was expanded in 2023 to include ten battery electric buses operating from the Garden Grove Bus Base. OCTA plans to further expand its ZEB fleet with the addition of 40 new FCEBs along with installation of a hydrogen fueling station at the Garden Grove Bus Base. Hydrogen fueling infrastructure at the Garden Grove Bus Base will provide fueling for OCTA's FCEBs along with operational redundancy similar to the compressed natural gas (CNG) fueling infrastructure. The design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base (Project) includes installation of a liquid hydrogen fueling station, FCEB de-fueling appurtenances, hydrogen detection in bus maintenance facilities, metered electrical infrastructure, standby power generator, FCEB maintenance platform, hydrogen station fuel supply during the 18-month training and transition period, and related work. Staff has filed and recorded a California Environmental Quality Act (CEQA) Notice of Exemption in accordance with Sections 15301, 15303, 15060(c)(2), and 15061(b)(3) of the CEQA guidelines.

As allowed by California Public Contract Code Section 22160 et. (PCC 22164), a project of this size and complexity typically lends itself to being constructed using design-build (DB) delivery methodology. This methodology is used to expedite the completion of the project and minimize cost escalation. A two-step, best value procurement process for selecting a DB team is the overall best method for the procurement and award of the DB contract.

### *Procurement Approach*

On September 23, 2024, OCTA's Board of Directors (Board) approved the release of Request for Qualifications (RFQ) 4-2448 as the first step in a two-step procurement process for the Project. On January 13, 2025, staff returned to the Board for approval of the short list and for approval to issue Request for Proposals (RFP) 4-2683 to the short-listed DB teams. Subsequent to that action, the procurement was cancelled because the outcome lacked best value results due to one responsive proposal received. Staff is returning to the Board for approval to reissue the RFQ/RFP with expectations of more positive results.

As noted in the previous section, the selection of a DB team to complete the Project will be accomplished through a two-step procurement process. The first step will consist of issuance of an RFQ, receipt of statements of qualifications (SOQ) from DB teams, joint ventures or other types of entities, and development of a short list based on defined pass/fail requirements and scored evaluation criteria. The second step will consist of the issuance of the RFP to the short-listed teams and the receipt and evaluation of technical and price proposals submitted in response to the RFP. The best value selection process allows OCTA to select a DB team based on objective criteria, including price, features, functionality, life-cycle costs, technical design and construction experience, construction time, and other factors as deemed applicable by OCTA. This combination of qualifications and price allows for the short-listing and selection to be made based on an overall best value.

Step 1 – RFQ

OCTA's Board-approved procurement policies and procedures require the Board to approve all RFPs over $1,000,000, as well as approve the evaluation criteria and weightings, which will be used to evaluate the SOQs received in response to the RFQ. The recommended evaluation criteria and weightings used to evaluate the SOQs are as follows:

| **Evaluation Criteria** | |
|---|---|
| ***Minimum Requirements*** | ***Scoring Method*** |
| • Conflict of Interest Disclosure | Pass/Fail |
| • Legal Structure | |
| • Financial Capability | |
| • Minimum Requirements<br>o Form C - DB Minimum Requirements<br>o Form D – General Contractor Questions<br>o Form E – Principal Engineer Questions | |
| *Minimum Required Score:* | ***Pass** (all criteria)* |

| ***Technical Qualifications*** | ***Scoring Method*** |
|---|---|
| • DB Entity and Team Experience | 20 points possible |
| • Organizational Approach and Key Personnel | 20 points possible |
| • Quality Management Approach | 5 points possible |
| • Safety Management Approach | 5 points possible |
| *Minimum Required Score:* | ***35 Points Total** (50 maximum possible points)* |

Scoring of the SOQs will be performed by an evaluation committee comprised of OCTA staff and may include outside personnel. In order to be short listed, DB teams must attain a “Pass” rating for the minimum requirements section and attain the minimum required score of 35 points for the technical qualifications. DB teams that do not obtain a “Pass” rating in all criteria under minimum requirements will not be shortlisted regardless of the scores obtained for the technical qualifications. DB teams who received zero points in any of the technical qualification criteria will not be shortlisted regardless of the overall score obtained under the technical qualifications.

Only those DB teams that meet the minimum scoring requirements will be short-listed and invited to submit a proposal in response to the subsequent RFP.

Approval to release RFQ 5-4319 and authorization of the evaluation committee’s review, scoring, and determination of the short-listed DB teams will conclude the first step of the two-step best value award process. The SOQ scoring will not be carried over into the technical proposal evaluation process or any future stage of the procurement process.

RFQ 5-4319 will be released upon Board approval of these recommendations.

Step 2 – RFP

After the conclusion of the first step, and to initiate the second step of the DB procurement process, each of the short-listed DB teams will receive a copy of the RFP.

Evaluation of Proposals

The proposals submitted in response to the RFP will be evaluated to determine the proposal that offers the best value to OCTA, considering the technical proposal and price proposal. Through this evaluation process, OCTA intends to create a fair and uniform basis for the evaluation of the proposals.

Each technical proposal will be evaluated to determine that the requirements of the RFP have been met, and scored based on the following recommended criteria and weightings as follows:

- Qualifications of the Firm 35 percent
- Staffing and Project Organization 30 percent
- Technical and Project Delivery Approach 35 percent

Several factors were considered in developing the evaluation criteria weightings. The qualifications of the firm criterion is weighted at 35 percent as the DB teams must demonstrate technical experience with the design and construction of a fueling station of similar scope and scale. The staffing and project organization criterion is weighted at 30 percent as the DB teams must demonstrate the level of expertise, resource availability, and involvement of the roles required for the proposed project team. The technical and project delivery approach criterion is weighted at 35 percent as the DB teams must demonstrate an understanding of OCTA's requirements and present a competitive general and design management approach, proposed facility design plan, and construction approach, including aspects such as mobilization strategy, construction staging, risk mitigation, safety plan, and quality management plan.

The price proposals will be opened after the evaluation of the technical proposals has been completed to obtain the price submitted by each offeror.

Best Value Determination

The best value determination will be based on a 100-point scale. The technical score will represent up to 70 points of the total score and the price score will represent up to 30 points of the total score. The apparent best value proposal will be represented by the highest Total Proposal Score (TPS), to be calculated using the formula identified in the draft RFP, presented as Attachment B to this staff report.

OCTA may, at any time after receipt of proposals, and prior to final award and execution of the contract, determine that it is appropriate to request changes to the proposals. If changes or clarifications to the proposals are required, OCTA may request the teams submit a best and final offer to assist with the final evaluation of the proposals. The DB team with the highest TPS will be recommended to the Board as the apparent best value offeror.

Fiscal Impact

The Project has existing funding of $12 million for construction from the Low Carbon Transit Operations Program and Transit and Intercity Rail Capital Program. Funding recommendations for this Project are included in a staff report that will be considered for approval at the same Board meeting as this item. In order to fully fund construction, an additional $8.507 million, in SB 1 (Chapter 5, Statues of 2017) State of Good Repair funds, and interest accrued from SB 125 (Chapter 54, Statues of 2023) Transit Program, will be recommended in that item to support the construction phase of this Project. There is also an additional $8.533 million in local transit funds that was approved as part of the budget that will be used to purchase fuel for the station which is required to complete construction.

***Summary***

Staff requests Board of Directors' approval to release Request for Qualifications 5-4319 for the design-build of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base and to authorize staff to determine a short list of qualified design-build teams to participate in the subsequent Request for Proposals. Staff also requests Board of Directors' approval of the proposed evaluation criteria, weightings and best value selection process of Request for Proposals 5-4320 for the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base and to release said Request for Proposals to the short-listed teams determined under the Request for Qualifications.

***Attachments***

A. Draft Request for Qualifications (RFQ) 5-4319, Design-Build of Hydrogen Fueling Station and Facility Modifications and Garden Grove Bus Base
B. Draft Request for Proposals (RFP) 5-4320, Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base

**Prepared by:**

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

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 QUALIFICATIONS (RFQ) 5-4319**

# DESIGN-BUILD OF HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE

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

**Key RFQ Dates**

| | |
|---|---|
| **Issue Date:** | **September 22, 2025** |
| **Informational Meeting Date:** | **October 1, 2025** |
| **Questions Submittal Date:** | **October 3, 2025** |
| **Response Date:** | **October 9, 2025** |
| **Statement of Qualifications Due Date:** | **October 20, 2025** |
| **Anticipated Short-List Date:** | **November 12, 2025** |

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## NOTICE OF REQUEST FOR QUALIFICATIONS

**(RFQ): 5-4319: "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites statements of qualifications (SOQ) from qualified contractors to **design, construct and deliver a turnkey hydrogen fueling station and facility modifications at the Garden Grove Bus Base (Project)**. The Authority requires hydrogen fueling for up to 100 fuel cell electric buses (FCEBs) using two fuel lanes with total daily fuel consumption of up to 3,000 kilograms.

The design-build effort is anticipated to span approximately 24 months. Contractor is anticipated to provide an operational training and transitional period not to exceed 18 months after completion and acceptance of the Project.

The Project will be a start to finish design-build project. It will be the responsibility of the selected design-build team to produce and present a complete design of the facility during the subsequent Request for Proposals (RFP) process.

The Project's budget is estimated at $26,500,000 million.

A separate future procurement will be issued by Authority for a firm to provide consultant construction management services to oversee the construction activities on this Project.

**To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:**

The prime consultant and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future construction management services contract for this Project.

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**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.**

SOQs must be submitted at or before 2:00 p.m., on October 20, 2025.

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

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

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

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

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

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

Firms interested in obtaining a copy of this Request for Qualifications (RFQ) may do so by downloading the RFQ from OpenGov at https://cammnet.octa.net.

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

To receive all further information regarding this RFQ 5-4319, firms and subconsultants must be registered on OpenGov with at least one of the following

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commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

| Category: | Commodity |
|---|---|
| Construction | Construction – Design/Build |
| | Electrical Contractor |
| | General Contractor |
| Maintenance Services - Equipment | Material Handling – Services |
| Maintenance Services – Facility | System Design and Installation |
| Professional Consulting | Alternative Fuels Consulting |
| Professional Services | Alternative Fuels Services |
| | Fuel Management Services |
| | Engineering- General |

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.

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## SECTION I: INSTRUCTIONS TO OFFERORS

# SECTION I. INSTRUCTIONS TO OFFERORS

## A. DEFINITIONS

The following terms used in this document shall have the meanings shown below:

| Term | Definition |
|---|---|
| Design-Build | A project delivery process in which both the design and construction of a project are procured from a single entity. |
| Offeror | Entity submitting an SOQ in response to this solicitation. |
| Design-Builder Entity | A corporation, limited liability company, partnership, joint venture or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract. |
| Design-Build Team | The Design-Build Entity itself and the individuals and other entities identified by the Design-Build Entity as members of its team. Members shall include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors. |
| Principal Engineering Firm | The firm that will be responsible for the primary design of the Project. |
| General Contractor | The firm that will be responsible for constructing the Project. |
| Other Design Firms | Firm(s) that will participate in the design of the Project. |

## B. INFORMATIONAL MEETING

An on-site/in-person informational meeting will be held on October 1, 2025, at 9:00 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 Offerors may join or call-in using the following credentials:

- Microsoft Teams Link
- Phone Number: 916-550-9867
- Conference ID: 107 728 348#

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A copy of the presentation slides and Informational Meeting registration sheet(s) will be issued via addendum prior to the date of the Informational Meeting.

All prospective Offerors are encouraged to attend the Informational Meeting.

## C. EXAMINATION OF SOQ DOCUMENTS

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

## D. ADDENDA

The Authority reserves the right to revise the RFQ documents. Any Authority changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ 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 RFQ as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their SOQs. Failure to acknowledge receipt of addenda may cause the SOQ to be deemed non-responsive to this RFQ and be rejected.

## E. AUTHORITY CONTACT

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

Megan Bornman
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5064, Fax: 888.404.6282
Email: mbornman@octa.net

Commencing on the date of the issuance of this RFQ and continuing until award of the contract or cancellation of this RFQ, no offeror, subcontractor, lobbyist or agent hired by the offeror shall have any contact or communications regarding this RFQ with any Authority's staff; member of the evaluation committee for this RFQ; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFQ. 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.

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## F. CLARIFICATIONS

### 1. Examination of Documents

Should an Offeror require clarifications of this RFQ, the Offeror shall notify the Authority in writing in accordance with Section F.2. below. Should it be found by the Authority, in its sole discretion, 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 OpenGov under the commodity codes specified in this RFQ.

### 2. Submitting Requests

a. All questions must be put in writing and received via e-mail at mbornman@octa.net no later than 5:00 p.m., on October 3, 2025

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFQ 5-4319" 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 OpenGov, no later than October 9, 2025. Offerors may download responses from OpenGov at *https://cammnet.octa.net*, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on OpenGov, firms and subconsultants must be registered on OpenGov 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 – Design/Build |
| | Electrical Contractor |
| | General Contractor |
| Maintenance Services - Equipment | Material Handling – Services |
| Maintenance Services – Facility | System Design and Installation |
| Professional Consulting | Alternative Fuels Consulting |
| Professional Services | Alternative Fuels Services |
| | Fuel Management Services |
| | Engineering- General |

Inquiries received after 5:00 p.m. on October 3, 2025 will not be responded to.

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## G. SUBMISSION OF STATEMENTS OF QUALIFICATIONS

### 1. Date and Time

SOQs must be received in the Authority's office at or before 2:00 p.m. on October 20, 2025.

SOQs received after the above-specified date and time will be returned to Offerors unopened. Authority is not responsible for delays in the submission of any portion of an Offeror's SOQ caused by delivery issues with any delivery services including, but not limited to, USPS, UPS or FedEx. It is Offeror's responsibility to ensure all submissions arrive at the Authority's office at the time listed above. No relief will be granted for such occurrences.

### 2. Address

SOQs 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: Megan Bornman, Senior Contract Administrator**

Or SOQs 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: Megan Bornman, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. SOQs are considered received once time-stamped at the Authority's physical address.

### 3. Identification of SOQs

Offeror shall submit one (1) electronic copy of its SOQ, submittal in "PDF" format on a flash drive in a sealed package, by the date and time as required paragraph G.1. of this section, and addressed as shown in G.2 of this section. The outer envelope must show the Offeror's name and address and

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clearly marked as follows:

**"RFQ 5-4319, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**

**4. Identification of Financial Information**

Offeror shall submit one (1) electronic copy of its financial information submittal in "PDF" format on a flash drive in a sealed package, by the date and time as required in paragraph G.1. of this section. If mailed separately from the SOQ submittal, the submittal must addressed as shown in paragraph G.2 of this section. The outer envelope must show the Offeror's name and address and clearly marked as follows:

**"RFQ 5-4319, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**

**5. Acceptance of SOQs**

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

b. Terminate evaluations of submittals received.

c. Modify dates set or projected in this RFQ.

d. Issue addenda to this RFQ.

e. The Authority reserves the right to withdraw or cancel this RFQ at any time without prior notice and the Authority makes no representations that any RFP will be issued or any contract will be awarded to any Offeror responding to this RFQ.

f. The Authority reserves the right to issue a new RFQ for the project.

g. The Authority reserves the right to postpone SOQ openings for its own convenience.

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

i. Submitted SOQs are not to be copyrighted, and once received become the property of the Authority.

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## H. VALIDITY PERIOD

Offeror's statement of qualifications shall remain valid for a period of not less than 180 days from the date of submittal. Offeror will certify to the validity period with its signature on Form A, "Transmittal", under the "Certification" section.

## I. 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 SOQ package. Offeror shall not include any such expenses as a part of its SOQ package.

## J. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFQ, they should form a Design-Build Entity. Members of the Design-Build Entity shall include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors. The Authority intends to contract with the Design-Build Entity awarded a contract for this Project.

## K. CONTRACT TYPE

It is anticipated that the Agreement resulting from the subsequent RFP, if awarded, will be a firm-fixed price, lump-sum design-build contract.

## L. CONFLICT OF INTEREST

All Offerors responding to this RFQ 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 SOQ.

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.

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## N. OWNERSHIP OF RECORDS/PUBLIC RECORDS ACT

All proposals and documents submitted in response to this RFQ 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 RFQ 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. PROHIBITIONS

The following prohibition applies to this procurement:

The prime consultant and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future construction management services contract for this Project.

## P. INSURANCE REQUIREMENTS

The Design-Builder, at the Design-Builder’s sole cost and expense and for the full term of the Design-Build contract or any extension thereof, will be required to obtain and maintain, at a minimum, all the insurance requirements outlined in **Exhibit B,** Insurance Requirements. Additional details will be provided during the RFP process.

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## Q. BOND REQUIREMENTS

During the RFP process, the Design-Build Entity will be required to provide a certified or cashier's check, or a corporate surety bond on a form acceptable to Authority. Said check or bidder's bond shall be in an amount not less than 10% of the estimated construction cost for this project's budget.

The Design-Builder awarded the contract after the RFP process will be required to deliver to Authority performance and payment bonds on forms acceptable to Authority in the full amount of the estimated construction costs to guarantee the faithful performance and payments. For the purposes of providing performance and payment bonds, the estimated construction cost for this Project is 100% of the Project value. Authority reserves the right to reject any bond if, in the opinion of Authority, the Surety's acknowledgment is not in the form as prescribed by law. Authority reserves the right to negotiate the bonding level requirements.

## R. OBLIGATION TO KEEP PROJECT TEAM INTACT

Offerors are advised that all firms and key personnel identified in the SOQ shall remain on the project team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to Authority. Authority, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as death or termination of employment) may occur that are beyond the Design-Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Offeror from further consideration.

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## SECTION II: STATEMENT OF QUALIFICATION CONTENT

## SECTION II. STATEMENT OF QUALIFICATION CONTENT

### A. SOQ FORMAT AND CONTENT

#### 1. Format

SOQs 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. SOQs should not include any unnecessarily elaborate or promotional materials.

#### 2. Design-Build Entity Information and Certification

Offerors shall complete and submit "**Form A – Transmittal Cover Page"** providing information regarding the makeup of the Design-Build Entity, contact information for the primary and secondary contact persons who will be the key contacts for all communications related to this RFQ and subsequent RFP, acknowledgement of receipt of all addenda issued by Authority to this RFQ and certification of the SOQ validity period and information provided.

#### 3. Minimum Qualifications

Offerors are advised that the members of the Design-Build Entity must meet minimum qualifications which will be evaluated on a pass-fail basis. Offerors are to complete and submit the following as described below:

a) **Conflict of Interest Disclosure Statement –** Offeror shall provide a statement from the Design-Build Entity identifying any actual and/or potential conflicts of interests the firm or members of the Design-Build Team may have.

b) **Legal Structure** - Offeror shall provide the following:

1. Organizational documentation as to whether the Design-Build Entity is/will be a privately held corporation, Limited Liability Company, Partnership, Joint Venture, or other legal entity. Offerors to indicate all shareholders, partners or members who will perform work on this Project. A copy of the organizational documents or agreement committing to form the Design-Build Entity, should be submitted.

2. **Form B** - **Project Team Information:** The Design-Build Entity should submit information for the members with significant roles on the Design-Build Team, including information for the General

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Contractor, Principal Engineering Firm, and any other design firm(s) as applicable to the make up of the Design-Build Entity. Offerors to provide explanation or documentation to any "yes" answers as indicated on Form B.

c) **Financial Capability -** To be submitted in accordance with the instructions in Section I, Paragraph G.4. The information provided will be used to determine whether the Design-Build Entity is financially capable of delivering the Project. Offeror shall submit the following:

1. Financial statements for the three most recent fiscal years, audited by a certified public accountant in accordance with Generally Accepted Accounting Principals (GAAP) or International Financial Reporting Standards (IFRS), for each of the following entities: (1) the Offeror (if available); (2) each joint venture member or general partner of the Offeror (if applicable); and (3) any other entity that will be financially responsible for the Contract. Each financial statement shall include:

    a) Opinion letter (auditor's report);
    b) Balance sheet;
    c) Income statement;
    d) Statement of changes in cash flow; and
    e) Footnotes.

    If financial statements are prepared in accordance with principles other than GAAP or IFRS, the submittal must include a letter from the certified public accountant of the applicable entity, addressing the areas of the financial statements that would be affected by a conversion to GAAP or IFRS, and the financial impact thereof.

    If the Offeror is a newly formed entity and does not have independent financial statements, financial statements for the Design-Build Entity shall be sufficient (and the Offeror shall expressly state that the Offeror is a newly formed entity and does not have independent financial statements). Financial statements must be provided in US dollars. If audited financial statements are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and complete by the chief financial officer or treasurer of that entity.

    The Offerors are advised that, if the SOQ includes unaudited financial statements for any Design-Build Entity member, a parent company of such Design-Build Entity member will be required to provide a guaranty of the Design-Build Entity's obligations under Contract. The SOQ shall identify each proposed guarantor and

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shall include audited financial statements for each proposed guarantor. The Offerors shall also note that even if a Design-Build Entity member provides audited financial statements and meets the minimum financial requirements stated in this RFQ, the Authority reserves the right, in its discretion and based upon the review of the information provided in response to this section, to require that the Offeror identify a parent company of such Design-Build Entity member to act as a guarantor and provide acceptable financial statements for the proposed guarantor.

If an Offeror or any Design-Build Entity member who submits a financial statement, as required herein, files a report with the Securities and Exchange Commission (SEC), then electronic links to the latest SEC Form 10 K and SEC Form 10-Q shall be provided.

2. **Performance and Payment Bond –** Offeror shall provide a letter or other written documentation signed by an authorized representative of a surety or insurance company stating that the Offeror is capable of obtaining a Performance Bond and Payment Bond (refer to Section 1.15.1 for bond amounts) covering the Project, notarized and accompanied by appropriate evidence of authorization. Letters indicating "unlimited" bonding capability are not acceptable.

3. **Insurance Requirements -** Offeror shall provide either a certificate of insurance evidencing current policies, or written evidence from an insurance company or broker indicating that the Offeror is capable of complying with Exhibit B, Insurance Requirements.

d) **Form C - Design-Build Entity Minimum Requirements**: This form seeks to assess whether the Design-Build Entity meets the minimum qualifications to work on the Project. Provide, in this section, any documentation and explanation to any "Yes" answers provided.

Offerors' responses provided as part of this Form C will be evaluated to determine whether the Design-Build Entity is pre-qualified in this first step of the procurement process. A Design-Build Entity that fails any of the questions 1 through 20, listed on the Form C, is automatically disqualified from further evaluation (except with respect to Question 20 to the extent the Design-Build Entity is a party to an alternative dispute resolution system as identified in Question 20).

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e) **Form D - General Contractor Questions**: This form seeks to assess the qualifications of the general contractor. A Design-Build Entity that "fails" any one of the questions 2 through 14 on Form D will be disqualified. Provide, in this section, any documentation and explanation to any "Yes" answers provided.

f) **Form E - Principal Engineer Questions**: This form seeks to assess the qualifications of the Principal Engineering firm. Failure to provide an explanation for a "yes" answer to questions 4 through 6 on Form E may result in disqualification of Design-Build Entity. Provide, in this section, any documentation and explanation to any "Yes" answers provided.

**4. Design-Build Entity and Team Experience**

Describe the Team's past performance in successfully managing and delivering design-build (or a similar integrated delivery model) projects of similar capacity, size, scope, complexity and budget.

(1) **Identification of Projects -** Offeror shall include at least three (3) projects attributed to the Principal Engineering firm, three (3) projects attributed to the General Contractor, and one (1) project attributed to any other design firm identified as a part of the Design-Build Team completed within the last five (5) years. For each Project identified in the SOQ, provide the following information in a table format:

a) Name of Project;

b) Owner/Customer Name & Reference Contact Information (phone number and email address). **The Authority reserves the right to contact the references provided for each project listed;**

c) Type of Customer (private vs. public agency; industrial or commercial vs. municipal);

d) Location of Project (include physical address of project facilities if available);

e) Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;

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f) Name of each key team member who is proposed for this Project who played a significant role on the Project example;

g) The initial contract price (indicate pricing provided at the start of a design build effort, the final contract price, and an explanation for any difference between the two amounts;

h) The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates.

(2) For each Project identified in the SOQ, Offeror shall provide the following information in a narrative format and is limited to two (2) pages per project:

a) **Description of Project:** Describe objective of the project, type of project, size and capacity, and major challenges during design and construction.

b) **Relevancy to this Project:** Describe how the project is applicable and relevant to this Project in terms of project scope and size, project delivery method, technical requirements, regulatory and environmental requirements, and operations and maintenance requirements.

c) **Scope of Services:** Describe scope of services and/or design work relative to all phases of project delivery.

d) **Responsible Firms Role:** Describe specific roles of responsible firms in the design and/or construction of the project. Describe team structure and management.

e) **Design-Build Team Key Personnel:** Indicate the specific roles and responsibilities of the key personnel of the Design-Build Entity who played a significant role on the Project example, including a description of their Project responsibilities and functions and highlighting project experience where the key personnel of the Design-Build Entity have previously worked together.

f) **Design and Construction Management Techniques:** Explain design collaboration approach and project delivery strategy; provide overview of design and construction challenges and how those challenges were addressed; describe any innovative solutions employed.

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g) **Claims and Liquidated Damages:** For the reference project, describe the history of claims, disputes and litigation over $50,000 and how they were resolved. State whether any liquidated damages were assessed and not assessed.

h) **Permitting and Compliance:** Describe history of compliance with permit conditions.

**5. Organization and Key Personnel**

Offeror shall demonstrate the Design-Build Team's makeup and organization and the overall experience of the key personnel on the Project.

(1) Offeror to identify the key personnel performing the major functions of the Project.

(2) Provide an organization chart for all phases of the Project from design through final acceptance. Organizational chart(s) shall include the "chain of command" demonstrating interrelationships and reporting hierarchy among the key personnel, the reporting relationships and responsibilities of the Design-Build Entity and any other firms.

(3) Provide a narrative description of the Design-Build Entity management and organizational approach for accomplishing the Project. The narrative description should describe the methodology for integrating the Design-Build Entity and the different areas of expertise within the team into an efficient and effective organization. The management approach must reflect an understanding of the use of the design-build project delivery methodology for projects with scope and complexity comparable to this Project.

(4) Resumes - Offeror to provide resumes for all key personnel. Resumes should be no longer than two (2) pages and include the following information:

a) Description of the individual's proposed Project role;

b) Identification of employer and number of years employed by the firm and years of experience in the field proposed. A minimum of five years of experience is preferred;

c) Educational background, professional licenses, and credentials;

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d) Experience relevant to their proposed role on the Project;

e) Description of the phase or phases of the Project with whom that person will be involved;

f) Estimate of proposed percentage of that individual's time that the Offeror intends to assign this individual to the Project during each phase in which they are involved.

**6. Quality Management Approach**

Offeror should demonstrate an understanding of quality management on design-build projects and provide an effective approach to quality management in project administration, design and construction.

Offeror to provide the following information:

(1) Description of the Offeror's approach to quality control and validation of administrative functions.

(2) Description of the Offeror's approach to quality control and validation during design.

(3) Description of the Offeror's quality control and validation during construction.

(4) Identification of the method of providing coordination between Authority and the Design-Builder organization.

**7. Safety Program**

Offeror shall provide the Offeror's safety record for the most recent three-year period, providing an average experience modification rate, an average total recordable injury/illness rate; and average lost work rate as part of Form C, "Design-Build Entity Minimum Requirements".

Offeror shall submit a summary of the Offerors worker safety program, which shall include a description of how the Offeror will provide protection to prevent damage, injury, or loss to employees of the Offeror and its Subcontractors and other persons who are on the project site and minimize lost or restricted workdays due to injuries. Offeror shall also provide information on Offeror's workers' compensation experience history for the last three years.

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**8. 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. Form A - Transmittal Cover Page**

**2. Form B - Project Team Information**

**3. Form C - Design-Build Entity Minimum Qualifications**

**4. Form D - General Contractor Questions**

**5. Form E - Principal Engineer Questions**

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## SECTION III: EVALUATION AND AWARD

## SECTION III. EVALUATION AND AWARD

### A. RESPONSIVENESS EVALUATION

Upon receipt, the SOQs will be reviewed by Authority to determine conformance to the RFQ instructions regarding organization, format and responsiveness to the requirements set forth in the RFQ. The Authority reserves the right to request clarification(s) regarding the information submitted in response to this RFQ and waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQs at the Authority's sole discretion. Any SOQ that is incomplete in any material respect may be deemed nonresponsive and may be rejected in its entirety.

### B. MINIMUM QUALIFICATIONS – PASS/FAIL

SOQs will first be reviewed using the pass-fail criteria below.

**1. Conflict of Interest Disclosure** **Pass-Fail Criteria**

Offeror to provide a conflict of interest disclosure statement as requested in Section II, "Statement of Qualification Content", Paragraph A.3.a.

**2. Legal Structure** **Pass-Fail Criteria**

The initial evaluation of Design-Build Entity's legal structure will be based on information provided on Form A, "Transmittal Cover Page", Form B "Project Team Information", Form C "Design-Build Minimum Requirements", Form D, "General Contractor Questions", Form E, "Principal Engineer Questions" and the organizational documents or agreement committing to form the Design-Build Entity.

**3. Financial Capability** **Pass-Fail Criteria**

The information provided in Section II, "Statement of Qualification Content", Paragraph A.3.C., will be used to evaluate the Design-Build Entity's ability to deliver the Project using criteria as reasonably determined by the Authority which may include:

(1) Profitability and potential for growth.

(2) Solvency.

(3) Financial challenges in the past and anticipated in the near future and how the entity has and is addressing those challenges.

(4) Bond, credit, and other ratings.

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**4. Minimum Requirements** **Pass-Fail Criteria**

The initial evaluation of Design-Build Entities will be based on information provided on the following forms:

(1) Form C - Design-Build Minimum Requirements: If the Design-Build Entity "fails" any questions 1 through 20, listed on Form C, they will be disqualified from further evaluation (except with respect to Question 20 to the extent the Design-Build Entity is a party to an alternative dispute resolution system as identified in Question 20).

(2) Form D – General Contractor Questions: If the Design-Build Entity "fails" any one of the questions 2 through 14 on Form D, they will be disqualified. Provide, in this section, any documentation and explanation to any "Yes" answers provided.

(3) Form E – Principal Engineer Questions: Failure to provide an explanation for a "yes" answer to questions 4 through 6 on Form E may result in Design-Build Entity disqualification. Provide, in this section, any documentation and explanation to any "Yes" answers provided.

## C. TECHNICAL QUALIFICATIONS

The Authority will evaluate the technical SOQs based on the following criteria:

**1. Design-Build Entity and Team Experience** **20 Points**

The information required in Section II, "Statement of Qualification Content", Paragraph A.4. will be used to evaluate the Design-Build Entity's and Design-Build Team's experience against the criteria noted in Exhibit C, "Technical Evaluation Criteria and Scoring".

**2. Organizational Approach and Key Personnel** **20 Points**

The information required in Section II, "Statement of Qualification Content", Paragraph A.5. will be used to evaluate the Design-Build Entity's Key Personnel experience against the criteria noted in Exhibit C, "Technical Evaluation Criteria and Scoring".

**3. Quality Management Approach** **5 Points**

The information required in Section II, "Statement of Qualification Content", Paragraph A.6. will be used to evaluate the Offeror's quality management program approach against the criteria noted in Exhibit C, "Technical Evaluation Criteria and Scoring".

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**4. Safety Management Approach** **5 Points**

The information provided in Section II, “Statement of Qualification Content”, Paragraph A.7. will be used to evaluate the Offeror’s worker safety program against the criteria noted in Exhibit C, “Technical Evaluation Criteria and Scoring”.

## D. EVALUATION PROCEDURE

The information required in Section III, “Evaluation and Award” (minimum requirements), Paragraph B.1-4 will be reviewed and scored using the pass/fail criteria by Authority staff representing relevant disciplines and may include external members.

The information required in Section III, “Evaluation and Award”, Paragraph C.1-4 (technical qualifications) will be reviewed and scored using a numeric value as shown in Exhibit C, “SOQ Scoring Rubic” by an evaluation committee comprised of Authority staff and may include outside personnel.

In order to be shortlisted, Offerors must attain a “Pass” rating for the minimum requirements section and attain the minimum required score of 35 points for the technical qualifications.

Offerors who do not obtain a “Pass” rating in all criteria under minimum requirements will not be shortlisted regardless of the scores obtained for the technical qualifications.

Offerors who received zero points in any of the technical qualification criteria will not be shortlisted regardless of the overall score obtained under the technical qualifications.

## E. SCORING CRITERIA

SOQs will be scored on a pass/fail basis for the minimum requirements and a points-basis for the technical qualifications, commensurate with Exhibit C, as shown below:

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| **Scoring Criteria** | |
|---|---|
| **Minimum Requirements** | **Scoring Method** |
| • Conflict of Interest Disclosure | Pass/Fail |
| • Legal Structure | |
| • Financial Capability | |
| • Minimum Requirements<br>o Form C - Design-Build Minimum Requirements<br>o Form D – General Contractor Questions<br>o Form E – Principal Engineer Questions | |
| *Minimum Required Score:* | ***Pass** (all criteria)* |

| **Scoring Criteria** | |
|---|---|
| **Technical Qualifications** | **Scoring Method** |
| • Design-Build Entity and Team Experience | 20 points possible |
| • Organizational Approach and Key Personnel | 20 points possible |
| • Quality Management Approach | 5 points possible |
| • Safety Management Approach | 5 points possible |
| *Minimum Required Score:* | ***35 Points Total*** *(50 possible points)* |

## F. NOTIFICATION OF SHORTLIST

Based upon the score of each SOQ, a list of Design-Build Teams will be developed ("shortlist"). The Authority will notify all Offerors who submit an SOQ in response to this RFQ of the short-listed teams.

## G. APPEAL FOR DENIAL OF PRE-QUALIFICATION

By agreeing to participate and submit a pre-qualification package pursuant to this RFQ, Offeror agrees to be bound by the appeal process set forth herein. All Offerors who submitted timely and complete SOQ packages, who are denied qualification may request an Appeal Hearing by submitting written notice of its appeal of the decision to the Authority Contact as specified in paragraph E of this section within five (5) business days of receipt of the decision. Without a timely appeal, the Offeror agrees that failure to timely submit said request waives any and all rights to challenge the decision of the Authority whether by administrative process, judicial process or any other legal process or proceeding.

If the Offeror provides the required notice of appeal and requests an appeal hearing, the hearing shall be conducted to conclude no later than ten (10) business days after the receipt of the written request notice.

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The hearing shall be an informal process, to be conducted by the Chief Executive Officer or his/her designee, who is delegated responsibility to hear such appeals (Appeals Official.) Prior to the hearing the Offeror shall be advised of the basis of the Authority's pre-qualification determination. The Offeror shall be given the opportunity to present information and reasons in opposition to its rating. The Appeal Official shall render his/her decision within five (5) business days of conclusion of the hearing, and the Appeal Official's decision shall be binding and final.

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## EXHIBIT A: PROJECT AND PROCUREMENT BACKGROUND

## PROJECT BACKGROUND

### General Summary of Work:

The Orange County Transportation Authority (AUTHORITY) owns, operates, and maintains the Garden Grove Bus Base located at 11790 Cardinal Circle, Garden Grove, CA 92843. The AUTHORITY is seeking a qualified contractor (DESIGN-BUILDER) to design, construct, and deliver a turnkey code-compliant Hydrogen Fueling Station and Facility Modifications at its Garden Grove Bus Base. DESIGN-BUILDER shall complete the design of the project, and obtain all required approvals from authorities having jurisdiction prior to proceeding with construction. DESIGN-BUILDER shall deliver the project fully commissioned and ready for use, and meet all performance requirements through demonstrated performance testing. The AUTHORITY requires hydrogen fueling for up to 100 fuel cell electric buses (FCEBs) using two fuel lanes with total daily fuel consumption of up to 3,000 kilograms. Facility modifications are needed at existing maintenance facilities affected by the introduction of hydrogen system to the property including the fuel building, maintenance building, brake check building, canopy detail area, vehicle test station canopy, tire shop area to service OCTA's bus fleet. DESIGN-BUILDER shall provide fuel supply services and operations during training and transition period of 18 months after completion and acceptance of the project. There is no scope split, the AUTHORITY shall not perform any work on the project.

### Environmental Review:

The Project has been environmentally cleared by the Authority. Pursuant to the California Environmental Quality Act, the project was determined to be Categorically Exempt, and a Notice of Exemption was filed in February 2024 with the Orange County Recorder's Office and the Governor's Office of Planning and Research State Clearinghouse.

## PROCUREMENT BACKGROUND

### Short-listing and Procurement Process:

Authority intends to use a two-step process to select a Design-Build Contractor to deliver the Project. The process will include the following two steps:

a) Request for Qualifications (RFQ): This RFQ is issued as part of the first step to solicit information, in the form of SOQs, that Authority will evaluate to determine which Offerors are the most highly qualified to successfully deliver the Project. The Authority will use the SOQ process to develop a short list of Offerors.

b) Request for Proposals (RFP): Authority will then issue an RFP to the short-listed Offerors, requesting submittals of proposals that Authority will evaluate to determine which proposal offers the best value. Authority, in its sole discretion, will award a design-build contract for the Project to the Offeror offering the best

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value proposal. Specific details concerning the RFP step of the procurement and any modifications to the above will be set forth in the RFP.

**Anticipated Procurement Schedule:**

Authority reserves the right to modify any of the dates in the below schedule, in its sole discretion.

| Date | Milestone |
|---|---|
| September 22, 2025 | Issue RFQ |
| October 1, 2025 | RFQ Informational Meeting |
| October 20, 2025 | SOQs Due |
| December 1, 2025 | Release of RFP to Short-Listed Teams |
| January 7, 2026 | Proposals Due |
| February 10, 2026 | Interviews |
| April 13, 2026 | Approval to Award |
| May 2026 | Anticipated Contract Execution |

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## EXHIBIT B: INSURANCE REQUIREMENTS

## INSURANCE REQUIREMENTS

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 $1,000,000 per occurrence and $2,000,000 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 and agents.

4. Builders All Risk policy or course of construction including earthquake and flood coverage with minimum limits of $*(project amount)*.

5. Employers' Liability with minimum limits of $1,000,000

6. Professional Liability with minimum limits of $2,000,000 per occurrence and $4,000,000 general aggregate;

7. Pollution Liability with minimum limits of $2,000,000 per occurrence and $4,000,000 general aggregate.

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:

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; and

The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

Thirty (30) days prior written notice of cancellation or material change be given to

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AUTHORITY.

In addition, CONTRACTOR shall provide insurance policy blanket endorsement.

"Occurrence," as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.

The Certificate of Insurance shall reference Agreement Number C-X-XXXX and, the Contract Administrator's Name, Megan Bornman.

Upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.

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.

CONTRACTOR shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.

CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

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## EXHIBIT C: TECHNICAL EVALUATION CRITERIA AND SCORING

# TECHNICAL EVALUATION CRITERIA AND SCORING

| | |
|---|---|
| RFQ No.: | |
| Proposal Title: | |
| Proposing Firm: | |
| Evaluator No.: | |
| ***Total Score:*** | ***0*** |

## DESIGN-BUILD ENTITY AND TEAM EXPERIENCE

| | Criteria | Description of Evaluation | Maximum Points Possible | Evaluator Score |
|---|---|---|---|---|
| 1 | Completeness of Project Identification & Documentation | All required projects are included (3 Principal Engineering Firm, 3 General Contractor, 1 other design firm) within 5 years, with all table elements (a–h) fully and accurately completed. Missing or incomplete entries result in proportional point deductions. | 5 | |
| 2 | Clarity and Quality of Project Descriptions | Narrative descriptions (2 pages max per project) are well-written, concise, and clearly describe objectives, size/capacity, challenges, and outcomes. | 2 | |
| 3 | Relevance to This Project | Projects clearly demonstrate similarity in scope, size, complexity, budget, delivery method, and technical/regulatory requirements. More points for strong alignment with proposed project. | 5 | |
| 4 | Scope of Services and Firm Roles | Clear, detailed explanation of each firm's scope of services, phases covered, team structure, and management approach. | 2 | |
| 5 | Key Personnel Relevance and Integration | Identifies key personnel from the Design-Build Team who worked on listed projects, with clear evidence of relevant experience and past collaboration. | 2 | |
| 9 | Design & Construction Management Approach | Strong evidence of effective integration between design and construction, collaborative problem-solving, innovative techniques, and lessons learned. | 1 | |
| 7 | Claims, Disputes, and Liquidated Damages | Transparent reporting of claims/disputes >$50,000 and liquidated damages, with evidence of effective resolution and minimal adverse impacts. | 1 | |
| 8 | Permitting and Compliance History | Demonstrated compliance with permit conditions and regulatory requirements; no or minimal compliance issues. | 1 | |
| 6 | Cost and Schedule Performance | Demonstrates ability to deliver projects on or under budget and on schedule, with explanations for any variances. | 1 | |
| | | **Total Points:** | 20 | **0** |

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# TECHNICAL EVALUATION CRITERIA AND SCORING

| | |
|---|---|
| RFQ No.: | |
| Proposal Title: | |
| Proposing Firm: | |
| Evaluator No.: | |
| ***Total Score:*** | ***0*** |

## ORGANIZATION AND KEY PERSONNEL

| | Criteria | Description of Evaluation | Maximum Points Possible | Evaluator Score |
|---|---|---|---|---|
| 1 | Identification of Key Personnel | All major project roles are clearly identified, with no missing critical functions; each role aligns with project needs. | 5 | |
| 2 | Organization Chart – Clarity and Completeness | Chart includes all phases (design to acceptance), clear chain of command, interrelationships, and firm reporting lines; visually clear and logical. | 2 | |
| 3 | Management & Organizational Approach | Narrative demonstrates a clear, efficient integration of all disciplines, effective design-build collaboration, and understanding of similar project complexities. | 1 | |
| 4 | Relevance of Key Personnel Experience | Personnel have strong, directly relevant experience to proposed roles, with demonstrated success in comparable projects. | 5 | |
| 5 | Resumes – Completeness and Quality | All resumes include role description, employer history, experience, education, licenses, and relevant project involvement per requirements. | 5 | |
| 6 | Phase Involvement Clarity | Clearly states which project phases each key person is involved in, and the continuity of their participation. | 1 | |
| 7 | Time Commitment to Project | Provides realistic and appropriate percentage-of-time allocation for each key person during all relevant phases. | 1 | |
| | | **Total Points:** | 20 | **0** |

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# TECHNICAL EVALUATION CRITERIA AND SCORING

| | |
|---|---|
| RFQ No.: | |
| Proposal Title: | |
| Proposing Firm: | |
| Evaluator No.: | |
| ***Total Score:*** | ***0*** |

## QUALITY MANAGEMENT APPROACH

| | Criteria | Description of Evaluation | Maximum Points Possible | Evaluator Score |
|---|---|---|---|---|
| 1 | Integration of Quality Across All Phases | Shows a cohesive, integrated approach where quality management in administration, design, and construction is interconnected and continuously monitored. | 1 | |
| 2 | Quality Control in Administrative Functions | Clearly describes a systematic, documented process for quality control and validation of administrative functions (e.g., document control, reporting, submittal reviews), with practical examples. | 1 | |
| 3 | Quality Control in Design Phase | Provides a clear, detailed approach for quality control and validation during design, including peer reviews, design verification, and compliance checks with technical requirements. | 1 | |
| 4 | Quality Control in Construction Phase | Outlines specific construction quality procedures, inspections, testing protocols, and corrective action processes, demonstrating an ability to maintain high standards on site. | 1 | |
| 5 | Coordination with Authority | Demonstrates clear methods for ensuring effective communication and coordination between the Authority and the Design-Build team, including meeting schedules, decision-making processes, and issue resolution. | 1 | |
| | | **Total Points:** | 5 | **0** |

## SAFETY PROGRAM

| | Criteria | Description of Evaluation | Maximum Points Possible | Evaluator Score |
|---|---|---|---|---|
| 1 | Worker Safety Program – Completeness | Provides a comprehensive safety program summary, covering policies, procedures, training, and safety culture. Includes proactive measures for prevention and risk mitigation. | 2 | |
| 2 | Site Safety Protection Measures | Clearly describes methods to prevent damage, injury, or loss to employees, subcontractors, and others on site, including specific examples of protective equipment, hazard controls, and safety enforcement. | 2 | |
| 3 | Workers' Compensation Experience History | Clearly presents workers' compensation experience for the last three years, showing minimal claims and positive trends. | 1 | |
| | | **Total Points:** | 5 | **0** |

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## EXHIBIT D: FORMS

**RFQ 5-4319**
**FORM A**
**TRANSMITTAL**

# DESIGN-BUILD ENTITY INFORMATION

| | |
|---|---|
| Design-Build Entity Legal Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Phone Number | |
| Design-Build Entity Legal Structure: | ☐ Corporation<br>☐ Sole Proprietorship<br>☐ Partnership<br>☐ Joint Venture<br>☐ Other (Specify): |
| Date of Formation or Incorporation: | |
| Under the Laws of Which State: | |
| CA CSLB Contractor Number: | |
| CA DIR Registration Number: | |

# CONTACT INFORMATION

***FOR DESIGN-BUILD ENTITY***

The primary and secondary contacts for the Design-Build Entity will be the key contacts for all communications related to this RFQ and subsequent SOQ.

| | |
|---|---|
| Firm Name: | |
| Primary Representative Name: | |
| Primary Representative Title | |
| Phone Number: | |
| Email Address: | |

| | |
|---|---|
| Secondary Representative Name: | |
| Secondary Representative Title: | |
| Phone Number: | |
| Email Address: | |

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***FOR GENERAL CONTRACTOR*** *(if different from Design-Build Entity)*

| | |
|---|---|
| Firm Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Primary Representative Name: | |
| Primary Representative Title | |
| Phone Number: | |
| Email Address: | |
| CA CSLB Contractor Number: | |
| CA DIR Registration Number: | |

***FOR PRINCIPAL ENGINEERING FIRM*** *(if different from Design-Build Entity)*

| | |
|---|---|
| Firm Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Primary Representative Name: | |
| Primary Representative Title | |
| Phone Number: | |
| Email Address: | |

***FOR DESIGN FIRM(S)*** *(if different from Design-Build Entity)*

| | |
|---|---|
| Firm Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Primary Representative Name: | |
| Primary Representative Title | |
| Phone Number: | |
| Email Address: | |

**NOTE: Attach additional pages for additional Design-Build team members as necessary**

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## ADDENDA ACKNOWLEDGEMENT

Offeror hereby acknowledges that it has received and read the following Addenda:

Addendum Nos.: _____ Signature:_____

## CERTIFICATION

The undersigned is/are a legally authorized representative(s) of the Design-Build Entity, and hereby certify that I am/we are submitting this Statement of Qualifications; I am/we are duly authorized to sign this Statement of Qualifications on behalf of the above-named firm; that the statement has been checked for errors and omissions; I/we have read all the answers herein and know all of their contents; and that all information set forth in this Statement of Qualifications and all attachments hereto are, to the best of my/our knowledge, true, accurate, current and complete as of its submission date.

I/We certify that this Design-Build Entity is NOT on the U.S. Comptroller General's list of ineligible firms for federally financed and assisted construction, materials, equipment contracts or services.

The undersigned hereby represents that this statement of qualifications shall remain valid for a period of not less than 180 days from the date of submittal.

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in _____County, California, on _____ (Date)

**DESIGN-BUILD ENTITY SIGNATURE(S): No Statement of Qualifications shall be accepted which has not been signed in ink in the appropriate space below. Select the appropriate legal structure for execution of the certification.**

1. If Design-Build Entity is an **INDIVIDUAL**, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Printed Name: _____ Title: _____

Signature: _____ Date :_____

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2. If Design-Build Entity is a **PARTNERSHIP** or **JOINT VENTURE**, all general Partners or members shall sign here (include a notarized affidavit attesting to the authenticity of said signatures).

Partnership/Joint Venture Name: _____

Member/Partner Name: _____ Title: _____

Member/Partner Signature: _____

Date: _____

Member/Partner Name:_____ Title: _____

Member/Partner Signature: _____

Date: _____

Member/Partner Name: _____ Title: _____

Member/Partner Signature: _____

Date: _____

3. If Design-Build Entity is a **CORPORATION**, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively_____(Title) and _____(Title) of the corporation named below; that they are designated to sign this SOQ Transmittal Cover Page by resolution (*attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization*) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date _____

Printed Name: _____ Title: _____

Signature: _____ Date _____

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4. If Respondent is an **OTHER legal entity**, an authorized representative of the entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures).

Entity Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date _____

5. If the Design-Build Entity is a **FIRM THAT HAS NOT YET BEEN FORMED**, all entities and other parties proposed to comprise such Design-Build Entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures), the individual signatories making the certification described above on behalf of such entities/parties:

Proposed Design-Build Entity Name: _____

On Behalf of Proposed Member/Partner Name: _____

Printed Name: _____ Title: _____

Signature: _____ Date _____

On Behalf of Proposed Member/Partner Name:

Printed Name: _____ Title: _____

Signature: _____ Date _____

On Behalf of Proposed Member/Partner Name:

Printed Name: _____ Title: _____

Signature: _____ Date _____

On Behalf of Proposed Member/Partner Name:

Printed Name: _____ Title: _____

Signature: _____ Date _____

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**RFQ 5-4319**
**FORM B**
**PROJECT TEAM INFORMATION**

## 1. GENERAL CONTRACTOR INFORMATION

| | |
|---|---|
| General Contractor Legal Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Phone Number | |
| General Contractor Legal Structure: | ☐ Corporation<br>☐ Partnership<br>☐ Joint Venture<br>☐ Other (Specify): |
| Date of Formation or Incorporation: | |
| Under the Laws of Which State: | |
| CA CSLB Contractor Number: | |
| CA DIR Registration Number: | |

**A.** If the General Contractor is a ***corporation***, provide all the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

| Name | Position/Title | Years with Corporation | % Ownership |
|---|---|---|---|
| | CEO | | |
| | President | | |
| | Secretary | | |
| | Treasurer | | |
| | | | |
| | | | |

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Identify every construction firm that any person listed above has been associated with as owner, general partner, limited partner or officer at any time during the last five years immediately before the date of issuance of this RFQ.

For this information, "owner" and "partner" refer to ownership of ten percent (10% or more of the business, or ten percent (10%) or more of its stick, if the business is a corporation.

NOT A PUBLIC RECORD

| Name | Name of Construction Firm | Dates of Person's Participation with Firm |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**B.** If the General Contractor is a ***sole proprietorship***, complete the following:

| Owner Name | Years as Owner |
|---|---|
| | |

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years (immediately before the date of issuance of this RFQ.)

For this information, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

NOT A PUBLIC RECORD

| Name | Name of Construction Firm | Dates of Person's Participation with Firm |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

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**C.** If the General Contractor is a ***joint venture, partnership, or other legal entity (other than corporation)***, provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner or each other legal entity member who owns ten percent (10%) or more of the firm.

| Name of Individual or Entity | Principal Contact Name | Position | Years with JV/ Partnership/ Association | % Ownership/ Interest |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years immediately before the date of issuance of this RFQ.

For this information, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

NOT A PUBLIC RECORD

| Name | Name of Construction Firm | Dates of Person's Participation with Firm |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**D.** Has there been any change in ownership of the General Contractor at any time during the last three (3) years immediately before the date of issuance of this RFQ? A corporation whose shares are publicly traded is not required to answer this question but must check the "Publicly Traded" box.

☐ Yes ☐ No ☐ Publicly Traded

*If "yes," explain on a separate page.*

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**E.** Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction or design firm?

☐ Yes ☐ No

*If "yes," include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.*

**F.** Are any corporate officers, partners or owners connected to any other design or construction firms?

☐ Yes ☐ No

*If "yes," include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.*

**G.** List all license numbers, classifications and expiration dates of the California contractor's licenses held by the General Contractor, including any licenses or registration with the California Department of Industrial Relations required in accordance with SB 854:

| License Number | Trade Classification | Date Issued | Expiration Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**H.** If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

| License Number | Trade Classification | Qualifying Individual Name |
|---|---|---|
| | | |
| | | |
| | | |

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**I.** Has the General Contractor changed names or license numbers in the past five (5) years immediately before the date of issuance of this RFQ?

☐ Yes ☐ No

*If "yes," explain on a separate page, including the reason for the change.*

**J.** Has any owner, partner, or for corporations, officer of your firm operated a construction firm under any other name in the last five (5) years immediately before the date of issuance of this RFQ?

☐ Yes ☐ No

*If "yes," explain on a separate page.*

**K.** Provide surety information for General Contractor.

| | |
|---|---|
| Bonding Company./Surety Name: | |
| Surety Agent name: | |
| Surety Agent Street Address: | |
| City, ST, Zip | |
| Phone Number | |

**L.** Provide all other sureties (name and full address) that have written bonds for the General Contractor during the last five (5) years immediately before the date of issuance of this RFQ. Include the periods during which each wrote the bonds.

| **Surety Company Name** | **Street Address City, State, Zip** | **Periods of Coverage** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

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## 2. PRINCIPAL ENGINEERING FIRM INFORMATION

| | |
|---|---|
| Principal Engineering Firm Legal Name: | |
| Principal Office Street Address: | |
| City, ST, Zip | |
| Phone Number | |
| Principal Engineering Firm Legal Structure: | ☐ Corporation<br>☐ Partnership<br>☐ Joint Venture<br>☐ Other (Specify): |
| Date of Formation or Incorporation: | |
| Under the Laws of Which State: | |
| Name of Principal Engineer: | |
| License Number of Principal Engineer: | |

Is the Principal Engineering Firm different from that of the General Contractor?

☐ Yes. Answer all questions below.

☐ No. Proceed to Question H.

**A.** If the Principal Engineering Firm is a ***corporation***, provide all the following information as of the date of issuance of this RFQ for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

| Name | Position/Title | Years with Corporation | % Ownership |
|---|---|---|---|
| | CEO | | |
| | President | | |
| | Secretary | | |
| | Treasurer | | |
| | | | |
| | | | |

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**B.** If the Principal Engineering Firm is a ***sole proprietorship***, complete the following:

| Owner | Years as Owner |
|---|---|
| | |

**C**. If the Principal Engineering Firm is a ***joint venture, partnership, or other legal entity (other than corporation)***, provide all the following information as of the date of issuance of this RFQ for each member of the joint venture, each partner or each other legal entity member who owns 10 per cent or more of the firm *(attach additional pages if necessary).*

| Name of Individual or Entity | Principal Contact Name | Position | Years with JV/ Partnership/ Association | % Ownership/ Interest |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**D.** Has there been any change in ownership of the Principal Engineering Firm at any time during the last three (3) years immediately before the date of issuance of this RFQ? A corporation whose shares are publicly traded is not required to answer this question but must check the "Publicly Traded" box.

☐ Yes ☐ No ☐ Publicly Traded

*If "yes," explain on a separate page.*

**E.** Is the Principal Engineering Firm a subsidiary, parent, holding company or affiliate of another design or construction firm? Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

*If "yes," include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.*

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**F**. Has any corporate officers, partners or owners of the Principal Engineering Firm worked for any other engineering or architectural firms in the past five (5) years (immediately before the date of issuance of this RFQ):? Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

*If "yes," explain on a separate page.*

**G**. Has the Principal Engineering Firm changed names in the past five (5) years (immediately before the date of issuance of this RFQ)?

☐ Yes ☐ No

*If "yes," explain on a separate page, including the reason for the change.*

**H**. Provide the following information for all known Engineers and Architects who will be working on the design for this PROJECT: *(attach additional pages if necessary)*

| Engineer/Architect | Discipline | License Number | Years in Practice |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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### 3. INFORMATION ABOUT THE OTHER DESIGN FIRMS, IF ANY

**A.** For each of the Other Design Firms, if any, provide the information below.

| | |
|---|---|
| Name of Other Design Firm: | |
| Element of Design to be Performed: | |

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be working on the design for this Project.

| Engineer/Architect | Discipline | License Number | Years in Practice |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**B.** For each of the Other Design Firms, if any, provide the information below.

| | |
|---|---|
| Name of Other Design Firm: | |
| Element of Design to be Performed: | |

Provide the following information for all known Engineers and Architects of this Other Design Firm who will be working on the design for this Project.

| Engineer/Architect | Discipline | License Number | Years in Practice |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**Attach additional pages for additional Other Design Firms if necessary.**

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**RFQ 5-4319**
**FORM C**
# DESIGN-BUILD ENTITY MINIMUM REQUIREMENTS

**The Design-Build Entity is automatically disqualified if the answer to any of questions 1 through 5 is "No".**

1. Does the General Contractor possess a valid and current California Class "A" General Engineering Contractor's License for this Project for which the Design-Build Entity intends to submit a proposal?

   ☐ Yes ☐ No

2. Refer to Exhibit B – Insurance Requirements of this RFQ regarding insurance requirements for this Project. Is the Design-Build Entity able to obtain (or has) insurance in the limits stated in in the insurance requirements?

   ☐ Yes ☐ No

3. Do the General Contractor and each proposed subcontractor have current workers' compensation insurance coverage as required by the Labor Code or are legally self-insured pursuant to Labor Code section 3700 et. seq.?

   ☐ Yes ☐ No

4. Is the Design-Build Entity able to obtain performance and payment bonds in the required amounts for the Project, which is expected to involve a construction contract cost?

   ☐ Yes ☐ No

   If "Yes", provide surety information for Design-Build Entity.

| | |
|---|---|
| Bonding Company./Surety Name: | |
| Surety Agent name: | |
| Surety Agent Street Address: | |
| City, ST, Zip | |
| Phone Number | |

5. Has the financial information required in Section II. Statement of Qualification Content, Paragraph A.3.C. 'Financial Capability', been provided?

   ☐ Yes ☐ No

**The Design-Build Entity is automatically disqualified if the answer to any of questions 6 through 12 is "Yes".**

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6. Has any contractor license held by the General Contractor or any member of the proposed Design-Build Team been revoked or suspended without a successful appeal for reinstatement, within the last five (5) years immediately before the issuance of this RFQ?

   ☐ Yes ☐ No

7. Within the last five (5) year immediately before the issuance of this RFQ, has a surety firm completed a contract or paid for completion of a contract on behalf of the General Contractor or any member of the Design-Build Team?

   ☐ Yes ☐ No

8. At the time of submitting this SOQ, is the General Contractor or any member of the Design-Build Team ineligible to bid on or be awarded a public works contract with OCTA or any other public agency, for any reason, including as a result of a voluntary settlement agreement?

   ☐ Yes ☐ No

9. At the time of submitting this SOQ, is the General Contractor or any member of the Design-Build Team ineligible to bid on or be awarded a public works contract pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

   ☐ Yes ☐ No

10. At any time during the last five (5) years immediately before the issuance of this RFQ, has the General Contractor or any member of the Design-Build Team or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

    ☐ Yes ☐ No

11. Has any professional license, credential or registration held by any architect who will provide services been revoked or suspended at any time in the last five (5) years immediately before the issuance of this RFQ?

    ☐ Yes ☐ No

12. Has any professional license, credential or registration held by any engineer who will provide services been revoked or suspended at any time in the last five years immediately before the issuance of this RFQ?

    ☐ Yes ☐ No

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# DESIGN-BUILD ENTITY MINIMUM REQUIREMENTS

**The Design-Build Entity is automatically disqualified if the answer to any of questions 13 through 16 are "No".**

13. Do all architects, lead design engineers, and the principal engineer who are expected to work on the Project possess current California professional licenses for the services which they intend to provide?

    ☐ Yes ☐ No

14. Pursuant to Public Contract Code Section 22164(c), the Design-Build Entity and all subcontractors hereby agree to use a "skilled and trained workforce" to perform all work on the Project that falls within an "apprentice able occupation" in the building and construction trades.

    ☐ Yes - the Design-Build Entity and all subcontractors will use a "skilled and trained workforce."

    ☐ No

15. Has the Principal Engineering Firm that will design the Project, completed the design of at least 3 projects within the last five (5) years before issuance of this RFQ?

    For the purpose of this question, the design work must be 100% complete and construction is either in progress or completed.

    ☐ Yes ☐ No

16. Has the General Contractor that will construct the Project, completed the construction of at least three projects with a final project value of at least $10 million (in current dollars) within the last five (5) years before issuance of this RFQ?

    For the purpose of this question, the construction work is 100% complete and the project has passed the start-up, testing, and commissioning for all facility system components.

    ☐ Yes ☐ No

    NOTE: Offeror must provide supporting project information as requested in Section II. Statement of Qualification Content, paragraph A.4., "Design-Build Entity and Team Experience". Failure to provide the required information will result in a "No" response to questions 15 and 16.

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17. Experience Modification Rate (EMR). **The Design-Build Entity is automatically disqualified if the three-year average EMR exceeds 1.0.**

A. Provide the required EMR Rate for the General Contractor that has performed work in California. List the General Contractor's EMR (California workers' compensation insurance rate) for each of the past three premium years and calculate the three-year average.

| | **Premium Year** | **EMR** |
|---|---|---|
| Most recent available year | | |
| Previous year | | |
| Year prior to previous year | | |
| | **Three-year average EMR** | |

B. Provide the required Interstate EMR Rate for the General Contractor that has not performed work in California. If your firm has not performed work in California during at least the three most recent years, you must list below your firm's Interstate Experience Modification Rate for each of the past three premium years and calculate the three-year average.

You must also attach to this submittal documentation clearly showing an Interstate Experience Modification Rate for each of the past three premium years.

Leave the following table empty if you have performed work in California during the three most recent years.

| | **Premium Year** | **EMR** |
|---|---|---|
| Most recent available year | | |
| Previous year | | |
| Year prior to previous year | | |
| | **Three-year average Interstate EMR** | |

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# DESIGN-BUILD ENTITY MINIMUM REQUIREMENTS

**For questions 18 through 20: The average total recordable injury and illness rate (also known as OSHA Incidence Rate) and average lost work rate (also known as the Lost Workday Incidence Rate) for the most recent three-year period must not exceed the applicable statistical standards for its business category. As an alternative, a Design-Build Entity may be deemed to have an acceptable safety record in those categories if the Design-Build Entity is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Should none of these requirements be met, then the Design-Build Entity is automatically disqualified.**

18. List the General Contractor's total recordable injury/illness rate for each of the past three premium years; include the applicable statistical standard for that year of the appropriate category; and, calculate the three-year average.

| | **Premium Year** | **Average Total recordable injury/illness rate** | **Applicable statistical standard for that year** | **Applicable business category (describe category)** |
|---|---|---|---|---|
| Most recent available year | | | | |
| Previous year | | | | |
| Year prior to previous year | | | | |
| | **Three-year average:** | | | |

19. List the General Contractor's lost work rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

| | **Premium Year** | **Average Total recordable injury/illness rate** | **Applicable statistical standard for that year** | **Applicable business category (describe category)** |
|---|---|---|---|---|
| Most recent available year | | | | |
| Previous year | | | | |
| Year prior to previous year | | | | |
| | **Three-year average:** | | | |

20. Is your firm a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code?

☐ Yes ☐ No

*If "yes," attach a separate page describing how your firm is a party to an alternative dispute resolution system.*

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# RFQ 5-4319
# FORM D
# GENERAL CONTRACTOR QUESTIONS

**Provide the following information about the General Contractor that will construct the Project. If the General Contractor is itself the Design-Build Entity, then provide all information requested as it relates to the Design-Build Entity itself.**

Name of General Contractor:

1. How many years has the General Contractor been licensed in California under their present business name and license number?

☐ 10 years or more ☐ 8 to 9 years ☐ 6 to 7 years ☐ 5 years or less

**Failure to provide documentation for a "Yes" answer to Questions 2 and 3 may result in immediate Design-Build Entity disqualification.**

2. Is the General Contractor currently the debtor in a bankruptcy case?

☐ Yes ☐ No

*If "yes," provide a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.*

3. Was the General Contractor in bankruptcy at any time during the last five (5) years immediately before the issuance of this RFQ? This question refers *only* to a bankruptcy action that was *not* described in answer to question 2, above.

*If "yes," provide a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.*

**Failure to provide an explanation for "Yes" answer to Questions 4 to 14 may result in immediate Design-Build Entity disqualification.**

4. At any time in the last five (5) years immediately before the issuance of this RFQ has the General Contractor been assessed and paid liquidated damages of more than $50,000 on a construction contract with either a public or private owner?

☐ Yes ☐ No

*If "yes," explain on a separate page. Identify all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.*

5. Has the General Contractor ever defaulted on a construction contract?

☐ Yes ☐ No

*If "yes," explain on a separate page.*

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6. In the last five (5) years immediately before the issuance of this RFQ has the General Contractor been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

   ☐ Yes ☐ No

   *If "yes," explain on a separate page. State the name of the organization debarred, the name of the person within your firm who was associated with that organization, the year of the event, the owner of the project, and the basis for the action.*

**The following two questions refer only to disputes between contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about "pass- through" disputes in which the actual dispute is between a subcontractor and a project owner.**

7. In the past five (5) years immediately before the issuance of this RFQ has any claim, dispute or lawsuit in excess of $50,000 been **filed in court or arbitration against** the General Contractor concerning their work on a construction project?

   ☐ Yes ☐ No

   *If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).*

8. In the past five (5) years immediately before the issuance of this RFQ has the General Contractor made any claim, dispute or lawsuit in excess of $50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

   ☐ Yes ☐ No

   *If "yes," on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim if pending, or if resolved, a brief description of the resolution.*

9. At the time of submitting this SOQ, does the General Contractor or any first- or second-tier subcontractor or supplier anticipated to be utilized on this Project by the General Contractor currently have an unresolved Stop Notice filed on any OCTA or other public agency projects?

   ☐ No

   ☐ Yes, one unresolved Stop Notice

   ☐ Yes, two or more unresolved Stop Notices

   *If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the detailed explanation for the Stop Notice.*

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10. In the last five (5) years immediately before the issuance of this RFQ has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the General Contractor due to non-payment or contractor losses?

    ☐ Yes ☐ No

    *If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.*

11. During the last five (5) years immediately before the issuance of this RFQ, has the General Contractor ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

    ☐ Yes ☐ No

    *If yes, provide details on a separate page indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.*

12. Has the General Contractor **ever** been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

    ☐ Yes ☐ No

    *If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.*

13. Has the General Contractor or its principals **ever** been convicted of a crime involving any federal, state, or local law related to construction?

    ☐ Yes ☐ No

    *If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.*

14. Has the General Contractor or its principals ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

    ☐ Yes ☐ No

    *If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the City or location of the federal court), the case number, the crimes, and the grounds for conviction.*

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15. Has CAL OSHA or any other state OSHA agency cited and assessed penalties against the General Contractor or it principals for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years? If General Contractor has filed an appeal of a citation, and the state's Occupational Safety and Health Appeals Board has not yet ruled on the appeal, General Contractor need not include information about it.

    ☐ Yes ☐ No

    *If "yes," attach a separate page describing all citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If any citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.*

16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its principals in the past five (5) years immediately before the issuance of this RFQ? If General Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, General Contractor need not include information about the citation.

    ☐ Yes ☐ No

    *If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.*

17. Has the EPA, any Air Quality Management City or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor, it principals or the owner of a project on which the preceding parties were performing on a contract in the past five (5) years? If an appeal of a citation has been filed and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, you need not include information about the citation.

    ☐ Yes ☐ No

    *If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.*

18. Do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? (*select one*)

    ☐ Yes, at least once per week
    ☐ Yes, every two weeks
    ☐ Yes, less than every two weeks

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19. Within the last five (5) years immediately before the issuance of this RFQ has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

    ☐ Yes ☐ No

    *If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance.*

20. In the past five (5) years immediately before the issuance of this RFQ has the General Contractor been assessed any penalties and/or liquidated damages in excess of $15,000 due to the failure to pay prevailing wage or failure to submit Certified Payroll Reports?

    ☐ No
    ☐ Yes, one penalty has been assessed
    ☐ Yes, two or more penalties have been assessed

    *If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.*

21. If the General Contractor operates its own State-approved apprenticeship program, provide the following information on a separate page:

    (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.

    (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

    (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

22. At any time during the last five (5) years immediately before the issuance of this RFQ, has the General Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

    ☐ Yes ☐ No

    *If "yes," provide the date of the findings below and attach a copy of the final decision.*

    Date of Findings:

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# RFQ 5-4319
# FORM E
# PRINCIPAL ENGINEER QUESTIONS

**Provide the following information about the Principal Engineering Firm ("Firm") that will design the Project. If the Principal Engineering Firm is itself the Design-Build Entity, then provide all information requested as it relates to the Design-Build Entity itself.**

Name of Principal Engineering Firm:

Name of Principal Engineer:

1. How many years has the Principal Engineer been licensed and practicing in California?

☐ 15 years or more ☐ 10 to 14 years ☐ Less than 10 years

**Failure to provide documentation for a "Yes" answer to Questions 2 and 3 may result in immediate Design-Build Entity disqualification.**

2. Is the Firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

*If "yes," provide a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.*

3. Was the firm in bankruptcy at any time during the last five (5) years immediately before the issuance of this RFQ? This question refers *only* to a bankruptcy action that was *not* described in answer to question 2, above.

*If "yes," provide a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.*

**Failure to provide an explanation for "Yes" answer to Questions 4 to 6 may result in immediate Design-Build Entity disqualification.**

4. At any time in the last five (5) years immediately before the issuance of this RFQ has the firm or Principal Engineer been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☐ No

*If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.*

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5. In the past five (5) years immediately before the issuance of this RFQ has any claim, dispute or lawsuit in excess of $50,000 been **filed in court or arbitration against** the Firm or Principal Engineer concerning its design work on a construction project?

   ☐ Yes ☐ No

   *If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).*

6. In the past five (5) years immediately before the issuance of this RFQ has the firm or Principal Engineer made any claim, dispute or lawsuit in excess of $50,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

   ☐ Yes ☐ No

   *If "yes," on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim if pending, or if resolved, a brief description of the resolution.*

7. In the last five (5) years immediately before the issuance of this RFQ has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the Firm or Principal Engineer due to non-payment or losses?

   ☐ Yes ☐ No

   *If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.*

8. Within the last five (5) years immediately before the issuance of this RFQ has there ever been a period when the firm had employees but was without workers' compensation insurance or state-approved self-insurance?

   ☐ Yes ☐ No

   *If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years.*

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9. Has the firm or Principal Engineer **ever** been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

   ☐ Yes ☐ No

   *If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.*

10. Has the firm or Principal Engineer **ever** been convicted of a crime involving any federal, state, or local law related to the provision of design or engineering related services?

    ☐ Yes ☐ No

    *If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.*

11. Has the firm or Principal Engineer **ever** been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

    ☐ Yes ☐ No

    *If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the City or location of the federal court), the case number, the crimes, and the grounds for conviction.*

12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the firm or Principal Engineer?

    ☐ Yes ☐ No

    *If "yes," please explain on a separate page.*

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**ATTACHMENT B**

**DRAFT REQUEST FOR PROPOSALS (RFP) 5-4320**

# DESIGN-BUILD OF HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE

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

**Key RFP Dates**

| | |
|---|---|
| **Issue Date:** | **December 1, 2025** |
| **Pre-Proposal Conference Date:** | **December 3, 2025** |
| **Question Submittal Date:** | **December 10, 2025** |
| **Proposal Submittal Date:** | **January 7, 2026** |
| **Interview Date:** | **February 10, 2026** |

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**December 1, 2025**

**NOTICE OF REQUEST FOR PROPOSALS**

**(RFP): 5-4320: "DESIGN-BUILD OF HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE"**

**TO: ALL OFFERORS**

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY**

The Orange County Transportation Authority (Authority) invites proposals from the short-listed design-build teams to **design, construct and deliver a turnkey hydrogen fueling station and facility modifications at the Garden Grove Bus Base (Project).**

The budget for this project is $26.5 million dollars for a 24-month term for construction with an 18-month term for operations during training and transition period after completion and acceptance of the Project.

Offerors will be required to hold a valid State of California Class A General Engineering contractor license and either hold a valid State of California C-10 specialty license or subcontract to a valid State of California C-10 specialty licensed subcontractor.

The Authority has completed the evaluation of the Statement of Qualifications (SOQ) received in response to Request for Qualifications (RFQ) 5-4319 for this Project. This RFP is being issued to those design-build teams that were short-listed based on the Authority's evaluation of the SOQs.

**To prevent potential conflicts of interest, the following prohibitions apply to this solicitation:**

The prime consultant and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future **construction management services contract for this Project**.

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**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 at or before 2:00 p.m., on January 7, 2026.

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

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

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

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

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

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

All firms interested in doing business with the Authority are required to register their business on-line at OpenGov. The website can be found at https://opengov.com/. From the site menu, click on OpenGov to register.

A pre-proposal conference will be held on December 3, 2026, at 9:00 a.m. at the Authority's Administrative Office, 550 South Main Street, Orange, CA 92868 in Conference Room 09.

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Participation via teleconference will also be available. Prospective Offerors may join or call-in using the following credentials:

- LINK
- Call-in Number:
- Conference ID:

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

Immediately following the pre-proposal conference, a job walk will be conducted at 11790 Cardinal Circle, Garden Grove, CA 92843.

All prospective Offerors are encouraged to attend the pre-proposal conference, and the job walk.

**Please review "Bus Base Visit Protocol" in Section I. "Instructions to Offerors", Paragraph C.**

The Authority has established February 10, 2026, 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.

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## SECTION I: INSTRUCTIONS TO OFFERORS

# SECTION I. INSTRUCTIONS TO OFFERORS

## A. DEFINITIONS

The following terms used in this document shall have the meanings shown below:

| Term | Definition |
|---|---|
| Design-Build | A project delivery process in which both the design and construction of a project are procured from a single entity. |
| Offeror | Entity submitting an SOQ in response to this solicitation. |
| Design-Build Entity | A corporation, limited liability company, partnership, joint venture or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract. |
| Design-Build Team | The Design-Build Entity itself and the individuals and other entities identified by the Design-Build Entity as members of its team. Members shall include the General Contractor and, if utilized, the Principal Engineering Firm and other Design Firms. |
| Design-Builder | Lead entity within the design-build entity, responsible for managing the entire project. |
| Principal Engineering Firm | The firm that will be responsible for the primary design of the Project. |
| General Contractor | The firm that will be responsible for constructing the Project. |
| Other Design Firms | Firm(s) that will participate in the design of the Project. |

## B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on December 3, 2026, at 9:00 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 Offerors may join or call-in using the following credentials:

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- LINK
- Call-in Number:
- Conference ID:

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

Immediately following the pre-proposal conference, a job walk will be conducted at 11790 Cardinal Circle, Garden Grove, CA 92843.

All prospective Offerors are encouraged to attend the pre-proposal conference, and the job walk.

By investigation of the work site, Offerors shall be satisfied as to the nature and location of the work and shall be fully informed as to the conditions and matters, which can in any way affect the work or the cost thereof. Prospective Offerors should familiarize themselves with Authority safety rules that pedestrians must wear approved safety vests.

**Please review the "Bus Base Visit Protocol", below.**

## C. BUS BASE VISIT PROTOCOL

The Authority has a core value of Safety for all employees, visitors, and the public for all transit related operations, therefore Bus Base Rules are established to prevent incidents and injury.

The Authority's Maintenance bases require proper personal protective equipment (PPE) while at the bus base maintenance areas.

Basic PPE includes:

1. ANSI Class 2 Reflective Vest
2. Proper clothing foot ware (i.e., no open toe shoes, sandals, high heel shoes, etc.)
3. Proper eye protection as required

All Contractors (proposed bidders, visitors, etc.) upon arrival shall report into the base Maintenance Shift Supervisor, with the appropriate OCTA employee escort. Each person shall:

1. Sign in
2. Obtain a briefing of potential hazards and emergency procedures
3. Cell Phones are only allowed inside a building

All job walk visitors shall stay within the group and be attentive to instructions for a safe visit.

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Upon completion of the visit each person shall sign out with the Maintenance Shift Supervisor prior to leaving the property.

## D. 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.

## E. 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.

## F. AUTHORITY CONTACT

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

Megan Bornman, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5064, Fax: 888.404.6282
Email: mbornman@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.

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## G. 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 G.3. 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 short-listed firms.

### 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 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 mbornman@octa.net no later than 5:00 p.m., on December 10, 2025.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions RFP 5-4320" 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.

### 4. Authority Responses

Responses from the Authority will be provided to the short-listed firms, no later than December 17, 2025. Responses will be sent via email.

Inquiries received after 5:00 p.m. on December 10, 2025 will not be responded to.

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## H. SUBMISSION OF PROPOSALS

### 1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on January 7, 2026.

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

### 2. Address

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

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

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

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

Note: The Authority utilizes a third-party delivery service therefore, Offerors should anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time-stamped at the Authority's physical address.

### 3. Identification of Technical Proposals

Offeror shall submit one (1) original hard copy of its technical proposal in a sealed package, by the date and time as required above in H.1., and addressed as shown above in H.2. The outer envelope must show the Offeror's name and address and clearly marked as follows:

**RFP 5-4320, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base" – Technical Proposal**

In addition to the above, Offerors shall also include one (1) electronic copy

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of the technical proposal in "PDF" format, on a flash drive.

**4. Identification of Price Proposals**

Offeror shall submit one (1) original hard copy of its price proposal in a **separate sealed package**, by the date and time as required above in H.1., addressed as shown above in H.2. The outer envelope must show the Offeror's name and address and clearly marked as follows:

**RFP 5-4320, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base" – Price Proposal**

In addition to the above, Offerors shall also include one (1) electronic copy of the price proposal in "PDF" format, on a flash drive.

**5. 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.

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## I. 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.

## J. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should form a Design-Build Entity. Members of the Design-Build Entity shall include the General Contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors. The Authority intends to contract with the Design-Build Entity awarded a contract for this Project.

## K. OBLIGATION TO KEEP PROJECT TEAM INTACT

Offerors are advised that all firms and key personnel identified in the SOQ shall remain on the Design-Build Team for the duration of the procurement process and execution of the Project. If extraordinary circumstances require a change, it must be submitted in writing to Authority. Authority, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as death or termination of employment) may occur that are beyond the Design-Build Team's control. Unauthorized changes to the Design-Build Team at any time during the procurement process may result in elimination of the Offeror from further consideration.

## L. 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.

## M. PREVAILING WAGES

The Labor Code of the State of California commencing in Section 1770 et. seq. requires 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:

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http://www.dir.ca.gov/OPRL/statistics_research.html

Bidders shall utilize the relevant prevailing wage determinations in effect on the first advertisement date of the Notice Inviting Sealed Bids.

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.

## N. 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.

## O. WITHDRAWAL OF PROPOSAL

Offerors may withdraw its proposal at any time prior to the time set for opening of proposals by means of written request signed by the Offeror 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 RFP.

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## P. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price, lump-sum design-build contract.

## Q. EXECUTION OF CONTRACT

The successful offeror 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 Proposal Bond. Transfers of contract, or of interest in contracts, are prohibited.

## R. 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.

## S. PROHIBITION

The following prohibition applies to this procurement:

The prime consultant/contractor and all subconsultants (at any tier), regardless of the level of service provided by said subcontractor(s), awarded this contract to design and build a turnkey hydrogen fueling station at the Garden Grove Bus Base are precluded from participating in the future **construction management services contract for this Project**.

## T. 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

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incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

## U. 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 an 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 may 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.

## V. 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.

## W. 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

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

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

## X. PROPOSAL SECURITY FORM

Proposals shall be accompanied by a certified or cashier's check, or an acceptable proposal bond for an amount not less than ten percent (10%) of the total price proposal, 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 Offeror 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.

## Y. BOND REQUIREMENTS

The Design-Build Entity awarded the contract will be required to deliver to Authority performance and payment bonds on forms acceptable to Authority in the full amount of the estimated contract costs to guarantee the faithful performance and payments. For the purposes of providing performance and payment bonds, the estimated contract cost for this Project is 100% of the Project value. Authority reserves the right to reject any bond if, in the opinion of Authority, the Surety's acknowledgment is not in the form as prescribed by law. Authority reserves the right to negotiate the bonding level requirements.

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## Z. SUBCONTRACTORS AND ASSIGNMENTS

The successful Offeror 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 Offeror shall in the proposal 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 Offeror in or about the work in an amount in excess of one-half of one percent (1/2 of 1 %) of the Offeror's total proposal amount; and

2. The portion of the work that will be done by each subcontractor. The Offeror shall list only one subcontractor for each portion of work as defined by the Offeror in its proposal.

3. The dollar amount of the work, which will be done by each such subcontractor. Offeror shall complete Form D "List of Subcontractors" with the above requested information.

If a subcontractor's California contractor license number is submitted incorrectly in the proposal, it will not be grounds for filing a protest or grounds for considering the proposal nonresponsive if the corrected subcontractor's California contractor license number is submitted to the Authority within 24 hours after the proposal opening.

Offeror acknowledges and agrees to comply with all applicable statutes and regulations regarding the listing and substitution of subcontractors, including, but not limited to, Public Contract Code Sections 4100, et seq., and Section 22164.

Each Offeror shall set forth in its proposal 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.

Offeror shall not assign any interest it may have in any Agreement with the Authority, nor shall Offeror 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 Form 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 Offeror of its obligations to fully comply with its obligations under its Agreement with the Authority. Offeror 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. Offeror shall also include in its subcontract agreements the provisions of its Agreement with Authority including the stipulation that each subcontractor

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shall maintain adequate insurance coverage compatible to the insurance coverage required of the bidder.

## AA. OFFEROR'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 Offeror shall provide as part of the proposal a valid State of California license number, class or type and date of expiration.

Furthermore, the Offeror shall ensure that all subcontractors fully comply with the appropriate licensing requirements. The Offeror shall also certify that all information provided and representations made in the proposal are true and correct, and made under penalty of perjury. Offerors shall provide this information on Form D, "List of Subcontractors" presented in the RFP. Failure to provide the information on the certification form or elsewhere as part of the Offeror shall render the Offeror nonresponsive to this solicitation and will result in the rejection of the proposal.

## BB. PERMITS AND INSPECTION COSTS

Successful Offeror 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.

## CC. LIQUIDATED DAMAGES

In the event Offeror, after entering into an Agreement with the Authority, fails to complete the work within the time specified in the Agreement, the Offeror will be required to pay the Authority the amount of **$600 per calendar day** of delay as agreed to liquidated damages.

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## SECTION II: ADDITIONAL CONTRACTUAL EXHIBITS

## SECTION II. ADDITIONAL CONTRACTUAL EXHIBITS

The following Exhibits will be attached to and incorporated into the signed Agreement resulting from this RFP.

### A. SAFETY

The complete safety requirements for this RFP are included in Exhibit F, Safety Specifications. The Offeror 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.

### B. PERFORMANCE BOND

The successful Offeror shall furnish at its own expense a Performance Bond (Exhibit G) 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 Offeror that the terms of the contract, including all warranty provisions, shall be complied with in every particular. The bond 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.

### C. PAYMENT BOND

The successful bidder shall furnish a Payment Bond (Exhibit H) 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

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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.

## D. GUARANTY

The successful Offeror shall also submit to the Authority the executed and notarized Guaranty form (Exhibit I) in this RFP.

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.

## E. CONTRACT CHANGE ORDER

The Authority's Contract Change Order form (Exhibit J) will be attached to and incorporated into the signed Agreement resulting from this RFP.

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## SECTION III: PROPOSAL CONTENT

## SECTION III. 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 seventy-five (75) pages in length, excluding any appendices, resumes, or forms.

#### 2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Megan Bornman, 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 Offeror, 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 Design-Build Team members including:

(1) Legal name of company and address;

(2) Contact person's name, address, phone number, and email address;

(3) State of California contractors license number, if applicable;

(4) Department of Industrial Relations (DIR) registration number, if applicable; and

(5) Relationship to Offeror, 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.

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

Offeror to:

(1) Provide the business form of Offeror and any entities that will have joint and several liability under the Contract or will provide a guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation, bylaws or equivalent documents). If there were any material changes to the makeup of the Design-Build Entity or other information submitted as a part of the SOQ, Offeror shall identify that in this section.

(2) The Offeror to provide a letter signed by each of its team (joint venture) members indicating that each member accepts joint and several liability for the obligations of the Offeror.

(3) Provide a brief profile of the Design-Build Team participants, 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.

(4) Describe the Design-Build Team'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.

(5) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.

(6) 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.

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(7) Provide as a minimum three (3) references for each Design-Build Team participant for the projects cited as related experience. Offeror to 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. Authority's preference is references from outside the Design-Build Entity.

**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 proposed key personnel that includes education, experience, and applicable professional credentials.

(3) Describe the Offeror's general management, including roles, responsibilities, and interrelationships among design, construction, and quality personnel, as well as identified Subcontractors.

(4) Organizational chart(s) showing:

(a) The "chain of command" identifying those responsible for performing the major functions and their reporting relationships.

(b) The reporting relationships and responsibilities of the Design-Build Team and any other firms.

(c) The reporting relationships and responsibilities of all Key Personnel.

(5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging

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that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

**c. Technical and Project Delivery Approach**

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 technical and project delivery approach shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule. Offeror shall include narrative descriptions of the following:

(a) Design Management: Provide a comprehensive strategy for design which includes design review, utility conflict resolution, and the securing of third party approvals.

(b) Mobilization Strategy: Methodology being planned to mobilize for the Project, including timing, location(s), staffing requirements, and OCTA obligations.

(c) Construction Staging: A description of the Proposer's approach to the construction staging and sequencing of the Project.

(d) Risk Mitigation: Methodology and strategy being planned to mitigate various risk elements as identified by the Proposer on the Project.

(e) Safety Plan: The safety plan shall include a description of the roles and responsibilities of the safety personnel during the design and construction phases of the Project including and provide an implementation strategy to meet safety commitments and requirements during the design and construction of the Project.

(f) Quality Management Plan: Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project. The Quality Management Plan shall provide a description of Offeror's plan and approach to quality management

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during all stages of the Project. The Quality Management Plan shall outline the systems that will be employed to ensure that the work is executed.

(2) Offeror to provide a preliminary baseline schedule.

(3) Offeror to provide the proposed design of the facility.

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

(5) Offeror to include a narrative describing unique aspects and innovations included in the Offeror's design solutions that will benefit the project.

## 4. Price Proposal

In a separate sealed envelope, the Offeror shall submit proposed pricing to provide the required services described in Exhibit A, Scope of Work.

The price proposal shall include:

(a) Price Summary Sheet: The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit E). It is anticipated that the Authority will issue a firm-fixed-price contract specifying firm-fixed-prices for individual tasks.

(b) Proposal Bond: As described in Section I, Instructions to Offerors, paragraph X entitled "Proposal Security Form".

(c) List of Subcontractors: As described Section I, Instructions to Offerors, paragraph Z entitled "Subcontractors and Assignments".

## 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.

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## B. FORMS

### 1. Form A - Required Forms Checklist

The Authority has prepared a checklist as a reminder of the documents required to be submitted with the Proposal.

### 2. Form B - 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.

### 3. Form C - Proposal Bond

The Offeror shall include the Proposal Bond with the price proposal in separate sealed envelope.

### 4. Form D - List of Subcontractors Form

Bidder shall complete Form 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".

### 5. Form E - 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 and submitted as a part of its proposal.

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 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

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offeror shall use the campaign contribution form for any additional reporting. The forms must be submitted at least 15 calendar days prior to the Transit Committee date on June 12, 2025 and sent via e-mail to the Contract Administrator.

**6. Form F - 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.

**7. Form G – Offeror'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, Offeror shall execute the Offeror's Certificate of Compliance Regarding Workers' Compensation Insurance.

**8. Form H – Offeror's Certificate of Compliance – Business and Professions Code Section 7028**

Offeror shall execute the Offeror's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15.

**9. Form I - Certification of Non-Collusion**

This form requires the Offeror to certify that the bid is not collusive or a sham. This form is to be signed, dated.

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## 10. Form J – Iran Contracting Certification

This form requires the Offeror to certify that the Offeror is not engaged in specified investment activities in the energy sector of Iran. (Required if the price proposal is equal to or greater than $1,000,000).

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## SECTION IV: EVALUATION AND AWARD

## SECTION IV. EVALUATION AND AWARD

### A. RESPONSIVENESS EVALUATION

Upon receipt, the technical proposals will be reviewed by Authority to determine conformance to the RFP instructions regarding organization, format and responsiveness to the requirements set forth in the RFP.

The Authority reserves the right to waive minor informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the Proposals at the Authority's sole discretion

### B. EVALUATION OF TECHNICAL AND PRICE PROPOSALS

Evaluation of the technical proposals will be completed before the price proposals are opened. After the technical proposals and price proposals are scored, the Total Proposal Score (TPS) will be determined for each proposal based on the formula set forth in Section IV, paragraph C "Best-Value Determination", below.

### C. BEST-VALUE DETERMINATION

The best-value determination will be based on a 100 point scale. The technical score will represent up to 70 points of the total score and the price score will represent up to 30 points of the total score. The determination of apparent best value shall be based on the highest TPS, computed based upon the following formula:

| |
|---|
| ***Total Proposal Score*** (max 100 points) = ***Technical Score*** (max 70 points) + ***Price score*** (max 30 points) |

| | |
|---|---|
| The ***technical score*** will be based on the following formula: | |
| Technical score = (Technical / Highest Technical) * 70 | |
| Technical = Offeror's technical proposal score | Highest Technical = Highest technical proposal score submitted by any offeror |

| | |
|---|---|
| The ***price score*** will be based on the following formula: | |
| Price score = (Lowest Price / Price) * 30 | |
| Lowest Price = Lowest proposal price submitted by any Offeror | Price = Offeror's proposal price |

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## D. EVALUATION CRITERIA – TECHNICAL PROPOSAL

The Authority will evaluate the technical proposals received based on the following criteria:

**1. Qualifications of the Offeror** **35%**

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

**2. Staffing and Project Organization** **30%**

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; effectiveness of management organization, structure and responsibilities; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

**3. Technical and Project Delivery Approach** **35%**

Depth of Offeror's understanding of Authority's requirements and overall quality of technical and project delivery approach; effectiveness of the general and design management approach and proposed facility design plan, mobilization strategy, construction staging, risk mitigation, the safety plan, and quality management plan; reasonableness of proposed baseline schedule; utility of suggested technical or procedural innovations.

## E. EVALUATION CRITERIA - PRICE PROPOSAL

The Authority will open the price proposals once the evaluations of the Technical Proposals are complete.

The Authority will review and determine the price score. The Offeror's total cost and price score shall be compared to the lowest responsive proposal price submitted by any Offeror. The lowest responsive price will receive the total weighted value for this criterion (30 points) and the other proposals will be scored based on the formula in Paragraph B of this section.

## F. 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 technical proposals using criteria identified in Section IV, paragraph D "Evaluation Criteria – Technical Proposal".

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During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established April 8, 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 Offeror's proposal and qualifications.

Offerors may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Offerors may be asked to provide additional information, confirm or clarify issues and submit a final price proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest TPS. The Transit Committee will review the evaluation committee's recommendation and forward its recommendation to the Board of Directors for final action.

## G. AWARD

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

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## H. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via e-email 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. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

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## EXHIBIT A: SCOPE OF WORK

# SCOPE OF WORK

## DESIGN-BUILD SERVICES
## FOR
## HYDROGEN FUELING STATION AND
## FACILITY MODIFICATIONS
## AT GARDEN GROVE BUS BASE
## 11790 CARDINAL CIRCLE, GARDEN GROVE CA 92843

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## SCOPE OF WORK TASKS

INTRODUCTION AND PROJECT DESCRIPTION

The Orange County Transportation Authority (OCTA or AUTHORITY) owns, operates, and maintains the Garden Grove Bus Base located at 11790 Cardinal Circle, Garden Grove, CA 92843.

The AUTHORITY is seeking a qualified DESIGN-BUILD ENTITY (DESIGN-BUILD TEAM) to design, construct, and deliver a turnkey code-compliant Hydrogen Fueling Station and Facility Modifications (PROJECT) at Garden Grove Bus Base. PROJECT preliminary plans are included herein as Attachment A. DESIGN-BUILD TEAM shall complete the design of the PROJECT, and obtain all required approvals from authorities having jurisdiction prior to proceeding with construction. DESIGN-BUILD TEAM shall deliver the PROJECT fully commissioned and ready for use; having met all performance requirements through demonstrated performance testing. There is no scope split, the AUTHORITY shall not perform any work on the PROJECT.

The AUTHORITY requires hydrogen fueling for up to 100 fuel cell electric buses (FCEBs), with total daily fuel consumption of up to 3,000 kilograms. At the time of completion of station delivery and during the transition and training period, the AUTHORITY requires hydrogen fueling for up to 50 FCEBs, with total daily fuel consumption of up to 1,500 kilograms. The AUTHORITY requires that the hydrogen fueling station design be scalable to accommodate up to 150 FCEBs in the future with a total daily fuel consumption of up to 4,500 kilograms.

PROJECT requirements include new hydrogen equipment and appurtenances generally consisting of a liquid hydrogen storage tank, two (2) hydrogen fuel dispensers, and all other hydrogen equipment and components required for the turnkey code-compliant Hydrogen Fueling Station. The liquid hydrogen storage tank shall be a 25,000-gallon tank with a service platform. The liquid hydrogen storage tank shall be manufactured and delivered completely equipped with a refrigerated controlled storage system (controlled cold liquid hydrogen storage) or approved system that will address anticipated hydrogen fuel loss during transfer, storage, pump priming, and other process. The hydrogen fuel dispensers shall be able to completely fuel a FCEB with the required fill quantity of 30 kilograms in under 10 minutes. Each dispenser shall be capable of simultaneously fueling FCEBs in back-to-back rapid succession during an 8-hour time window; hydrogen fuel dispensers shall be configured to fuel separate FCEBs simultaneously without one operating hydrogen fuel dispenser compromising the fueling performance of the other operating hydrogen fuel dispenser.

PROJECT requirements include a dedicated electrical service power feed and new electrical service equipment to support the hydrogen fueling station and all related items.

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Electrical service equipment generally consists of an SCE-compliant 1,600A 480V-3P meter switchboard with 480/208Y-120V transformer and 208Y-120V panelboard, and standby generator with automatic transfer switch. SCE-furnished and installed equipment are limited to a new transformer, new PME switch, and 12kV medium voltage primary power feed line to its electrical equipment.

PROJECT requirements include a FCEB defueling area equipped with a hydrogen defueling hose and vent stack.

PROJECT requirements include a mobile hydrogen fueling trailer area equipped with a dedicated 300A 480V-3P electrical service cabinet to accommodate contingent mobile hydrogen fueling operations.

PROJECT requirements include a maintenance platform to service OCTA bus fleet. The maintenance platform shall provide access to bus rooftop for maintenance and inspection purposes within the maintenance building.

PROJECT requirements include soil compaction grouting for hydrogen fueling station and electrical equipment areas to improve underlying soils. Earthwork generally consisting of excavation, trenching, grading, and related work as required for delivery of the PROJECT. Reinforced concrete consisting of elevated slab for hydrogen fueling station and electrical equipment areas, equipment footings/foundations or pads to support and level up hydrogen fueling station and electrical service equipment; reinforced concrete pavement and flatwork related to trenching and new construction are required for delivery of the PROJECT. Fencing, sliding gates, masonry (CMU) walls, and steel bollards are required to enclose hydrogen fueling station and electrical equipment areas for safety and security purposes. Video surveillance system (VSS) cameras, LED area lighting, signage, painted striping and marking in areas generally related to new construction area also required for safety and security purposes. PROJECT requirements include all demolition work to deliver the PROJECT, and demolished material and equipment shall be legally disposed offsite.

New hydrogen detection systems and emergency shutdown system related to new equipment and other new construction are required and shall be integrated to existing systems. Battery backup systems are required for all electrical controls equipment including hydrogen gas and flame detection, VSS cameras, LED area lighting, and other similar equipment; battery backup systems shall have required capacity to furnish bridging power during transition to standby generator power, to avoid hydrogen fueling station alarm events, at time of grid power outages. New data communications equipment and related work to facilitate and monitor all new systems associated with the hydrogen fueling station and dispenser performance are required and shall be integrated to existing systems.

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PROJECT requirements include facility modifications generally consisting of work at existing maintenance facilities including the fuel building, maintenance building, brake check building, canopy detail area, vehicle test station canopy, tire shop area that are affected by the introduction of hydrogen system to the property. PROJECT facility modifications requirements include addition of new hydrogen flame detection systems, hydrogen gas detection systems, early warning systems, and all related items including integration into existing detection and alarm systems. Installation of new emergency shutdown devices and all related items including integration into existing emergency shutdown systems are also required. Installation of indoor and outdoor signage, detection horn/strobe light assemblies, multi-color beacon light arrays at maintenance facilities are also required. PROJECT facility modifications requirements include upgrades to explosion-proof systems and components for existing VSS cameras, LED area lighting, and all related items.

PROJECT requirements include startup and commissioning of the hydrogen fueling station, hydrogen fuel dispensers and other equipment systems. Hydrogen purity testing to ensure fuel meets quality standards is required. Back-to-back performance testing to demonstrate the hydrogen fueling station's ability to refuel FCEB's per PROJECT requirements.

PROJECT SCOPE OVERVIEW

DESIGN-BUILD TEAM shall review entire Scope of Work herein, and shall determine work/services they will offer related to the delivery of a turnkey code-compliant Hydrogen PROJECT; DESIGN-BUILD TEAM shall define the extent of work they are offering within their technical proposal, and include pricing for such work within their price proposal. DESIGN-BUILD TEAM are encouraged to offer enhancements and/or technical innovations related to the Scope of Work herein, without having to deviate from requirements and specifications herein; any technical deviations and/or exceptions from requirements herein shall be addressed accordingly, as required within Section I. Instructions to Offerors of the RFP package.

DESIGN-BUILD TEAM shall be responsible for all work related to completing final design, permitting and approvals, equipment/material sourcing, construction/installation, inspections, testing, startup and commissioning, project closeout, and demonstrated performance testing, and other work, as required to deliver the completed PROJECT.

DESIGN-BUILD TEAM shall provide training to ensure that all relevant OCTA staff and first responders are fully trained on all safety systems, and the safe and successful operations of the hydrogen fueling station.

DESIGN-BUILD TEAM shall provide fuel supply services and operations during training and transition period of 18 months after completion and acceptance of the PROJECT.

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DESIGN-BUILD TEAM shall commence work immediately upon receiving the Notice To Proceed (NTP). DESIGN-BUILD TEAM shall use diligence in completing the work in accordance with the Project Schedule.

DESIGN-BUILD TEAM shall furnish all services, supervision, labor, materials, supplies, tools, and equipment to provide a complete and finished product, unless noted otherwise. All materials, equipment, and any other related items to be constructed/installed shall be new.

In case of conflict, ambiguities, discrepancies, or errors or omissions among any of the items of work, DESIGN-BUILD TEAM shall submit the matters to the AUTHORITY for clarification. Any work affected by such conflicts, ambiguities, discrepancies, or errors or omissions which is performed by DESIGN-BUILD TEAM prior to clarification by the AUTHORITY shall be at DESIGN-BUILD TEAM's risk. Such conflicts, ambiguities, discrepancies, or errors or omissions among the references shall not give rise to a claim by DESIGN-BUILD TEAM for extra work unless DESIGN-BUILD TEAM can demonstrate that it has incurred additional expenses as a result thereof.

## Task 1: Project Administration, Project Management, and Project Control

**DESIGN-BUILD TEAM shall review Task 1 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Project Administration, Project Management, and Project Control that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 1.1. Project Administration, Coordination, Meetings, and Progress Reports

Project Administration and Coordination

DESIGN-BUILD TEAM shall provide overall project administration of the contract such as work assignments, meetings, invoices, and project progress reports. DESIGN-BUILD TEAM shall provide directions and overall supervision, including coordination with their subcontractors/subconsultants and vendors throughout the duration of the executed contract between OCTA and DESIGN-BUILD TEAM.

Deliverables:

- Monthly Invoices – PDF file distribution via email.

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Project Meetings

DESIGN-BUILD TEAM shall participate in the following meetings:

- Project Kickoff Meeting: OCTA shall coordinate and conduct kickoff meeting. This meeting shall be held soon after issuance of the NTP, and at a minimum shall review PROJECT objectives and requirements, establish the communication plan and protocols, key delivery dates, and address other items as necessary to ensure successful PROJECT initiation. This meeting is anticipated to be held at OCTA Garden Grove Bus Base or OCTA Headquarters in City of Orange; this meeting is anticipated to have a duration of one (1) hour. This meeting shall require attendance of OCTA representatives, DESIGN-BUILD TEAM's Project Manager and appropriate key personnel.
- Project Status Meetings: DESIGN-BUILD TEAM shall coordinate and conduct Project Status Meetings throughout the duration of the PROJECT; these meetings are anticipated to be held on a weekly basis, and shall be held at least once every two weeks. During these meetings, DESIGN-BUILD TEAM at a minimum shall provide the following: a project status update, three-week look-ahead schedule, project design and/or construction issue(s) along with corresponding proposed corrective action(s), new and outstanding action items, and other related items. Meetings during design phase are anticipated to be held at OCTA Headquarters in City of Orange, while meetings during construction phase are anticipated to be held at OCTA Garden Grove Bus Base; each meeting is anticipated to have a duration of one (1) hour. Meetings at a minimum shall require attendance of OCTA representatives and DESIGN-BUILD TEAM's Project Manager; meetings during construction phase shall also require attendance of DESIGN-BUILD TEAM's Project Superintendent.
- Project Design Presentations: DESIGN-BUILD TEAM shall coordinate and conduct Project Design Presentations/Meetings, which at a minimum shall be conducted in conjunction with review of 30%, 60%, and 90% design. DESIGN-BUILD TEAM shall present and discuss to OCTA design packages, including drawings, specifications, and other project documents. Presentations are anticipated to be held at OCTA Headquarters in City of Orange; each presentation is anticipated to have a duration of two (2) hours. Presentations shall require attendance of OCTA representatives, DESIGN-BUILD TEAM's Project Manager and appropriate design team members.
- Project Pre-Construction Meeting: OCTA shall coordinate and conduct a pre-construction meeting. This meeting shall be held at least one (1) week prior to anticipated construction mobilization. This meeting at a minimum shall review use of the premises, work restrictions and permitted working hours, responsibility for temporary facilities and controls, procedures for disruptions and shutdowns, construction waste management and recycling,

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staging and storage areas, health safety & environmental (HSE) compliance, inspections, and address other items deemed necessary prior to construction mobilization. This meeting shall be held at OCTA Garden Grove Bus Base and is anticipated to have a duration of one (1) hour. This meeting shall require attendance of OCTA representatives and DESIGN-BUILD TEAM's Project Manager, Project Superintendent, and Project HSE Representative, as required within Task 1.3 of this Scope of Work.

DESIGN-BUILD TEAM shall prepare and electronically distribute a meeting agenda, a minimum of two (2) working days prior to each meeting. A hard copy of meeting agenda per each attendee and one sign-in sheet shall be distributed at each meeting. DESIGN-BUILD TEAM shall prepare all meeting materials, handouts, and presentation as required.

DESIGN-BUILD TEAM shall prepare and distribute to all attendees meeting minutes within three (3) working days of the meeting.

Deliverables:

- Meeting agendas – PDF file distribution via email, and hard copies per requirement.
- Meeting sign-in sheets – One (1) hard copy for each meeting.
- Materials, handouts exhibit roll plots, boards, and presentations for each meeting (as required) – PDF file distribution via email.
- Meeting minutes – PDF file distribution via email.

Project Progress Reports

DESIGN-BUILD TEAM shall prepare a Project Progress Report, on a monthly basis, and submit to OCTA no later than the tenth ($10^{th}$) calendar day of the month following the month being reported. Project Progress Reports shall consist of a written narrative and a Monthly Updated Project Schedule, in conjunction with Task 1.2 of this Scope of Work, and shall reflect physical percent complete, such as the number of drawings of deliverables completed or estimated progress toward completion. Progress Payments will be based upon percent complete of the major tasks identified.

The narrative portion of Project Progress Reports shall describe the overall progress of the work, discuss significant issues(s) along with corresponding proposed corrective action(s), and show status of outstanding action items. Project Progress Reports shall include updates on delivery of PROJECT milestones and deliverables, a Monthly Updated Project Schedule, and percent complete detail for each task, particularly those worked during the reporting period.

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Deliverables:

- Project Progress Reports – PDF file distribution via email.

## 1.2. Project Schedule

The Project Schedule shall reflect PROJECT related design, construction, training, performance testing, closeout, and other services, which shall all be completed and accepted within a period of twenty-four (24) months; DESIGN-BUILD TEAM's fuel supply services and operations during training and transition period of eighteen (18) months after completion and acceptance of PROJECT shall also be reflected by the Project Schedule.

The following list of tasks, as specified herein this Scope of Work, shall be utilized in developing the Project Schedule:

- Task 1: Project Administration, Project Management, and Project Control
- Task 2: Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Standards, Hazard Analysis, Safety Requirements, and Project Site Conditions
- Task 3: Architectural & Engineering Design
- Task 4: Hydrogen Fueling Station Construction – Mobilization, Demolition, and Soil Compaction Grouting
- Task 5: Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment
- Task 6: Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment
- Task 7: Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards
- Task 8: Hydrogen Fueling Station Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings
- Task 9: Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems
- Task 10: Hydrogen Fueling Station Construction – Maintenance Platform
- Task 11: Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and Signage
- Task 12: Inspections, Tests, Startup and Commissioning
- Task 13: Training – Safety, Operations, and First Responder
- Task 14: Back-to-Back Performance Testing and Performance Data
- Task 15: Project Closeout Package
- Task 16: All Other Work
- Task 17: Operations during Training and Transition Period

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- Task 18: Fuel Supply Services

The Project Schedule shall be in conformance with terms of executed contract between OCTA and DESIGN-BUILD TEAM.

The Project Schedule shall reflect order sequence, interdependence of significant tasks, various levels of reviews for submittals, and critical path of PROJECT. The Project Schedule shall include:

- Delivery of PROJECT milestones and deliverables.
- Reviews of PROJECT deliverables by OCTA, City of Garden Grove, and other AHJ.
- Work items of agencies and other third parties that may affect or be affected by DESIGN-BUILD TEAM's activities.

DESIGN-BUILD TEAM shall submit to OCTA a Draft Project Schedule within seven (7) calendar days of NTP, which shall be based on the schedule provided by DESIGN-BUILD TEAM in their proposal, as required within Section III. Proposal Content of the RFP package. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process. DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised Final Project Schedule within seven (7) calendar days from receipt of OCTA comments.

DESIGN-BUILD TEAM shall provide a Monthly Updated Project Schedule as part of Project Progress Reports, as required within Task 1.1 of this Scope of Work, which shall be utilized to compare actual progress against the Final Project Schedule. If at any point DESIGN-BUILD TEAM falls more than a month behind the final Project Schedule, DESIGN-BUILD TEAM shall propose a recovery plan/schedule to OCTA for consideration.

Deliverables:

- Draft Project Schedule – PDF file distribution via email.
- Final Project Schedule – PDF file distribution via email.

## 1.3. Project Key Personnel

As required within Section III. Proposal Content of the RFP package, DESIGN-BUILD TEAM shall identify key personnel related to the PROJECT. At a minimum, roles of Project Manager, Project Superintendent, and Project Health, Safety, and Environmental (HSE) Representative shall be designated by DESIGN-BUILD TEAM to facilitate work throughout all different phases of the PROJECT.

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Project Manager

DESIGN-BUILD TEAM shall designate a responsible person as Project Manager to manage, oversee, and delegate all authorized work. Project Manager is expected to be the direct responsible charge throughout all phases of the PROJECT. Project Manager is anticipated to visit the site daily during construction, to verify the work is proceeding per approved project documents.

Project Superintendent

DESIGN-BUILD TEAM shall designate a responsible person as Project Superintendent who is in direct responsible charge of the work at the PROJECT site. Project Superintendent must be present, at all times, at the PROJECT site when construction is in progress.

Project Health, Safety, and Environmental (HSE) Representative

As required within Exhibit F. Safety Specifications of the RFP package, DESIGN-BUILD TEAM shall designate a qualified Project/On-Site HSE Representative; resume of proposed Project HSE Representative shall be provided to OCTA for review and approval, at least thirty (30) calendar days prior to the Pre-Construction Meeting, as required within Task 1.1 of this Scope of Work. Approved Project HSE Representative must be present at the PROJECT site, at all times, when construction is in progress. DESIGN-BUILD TEAM's designated Project HSE Representative is a key position and shall attend the Pre-Construction Meeting.

Deliverables:

- Project HSE Representative's Resume – PDF file distribution via email.

## 1.4. Quality Management Plan (QMP), Quality Assurance/Quality Control (QA/QC)

DESIGN-BUILD TEAM shall implement and maintain its Quality Management Plan (QMP), as required within Section III. Proposal Content of the RFP package; QMP shall be in effect during the performance of DESIGN-BUILD TEAM's services, throughout the duration of the executed contract between OCTA and DESIGN-BUILD TEAM. QMP is anticipated to provide comprehensive quality control (QC) processes and procedures that outline the checking procedures to be performed on preparation of reports, calculations, drawings, specifications, reviews and management systems, and quality assurance (QA) for internal surveillances and audits, including any subcontractors/subconsultants, to maintain product quality, schedule, and budget adherence.

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QMP shall clearly identify the name and title of DESIGN-BUILD TEAM's QA/QC Manager and personnel performing the QA/QC for this project.

DESIGN-BUILD TEAM shall certify each deliverable as being prepared and checked in accordance with the DESIGN-BUILD TEAM's QMP and have been found to meet the quality objectives set forth therein. DESIGN-BUILD TEAM QA/QC certification shall be in writing on a form furnished by OCTA and shall be signed by DESIGN-BUILD TEAM's QA/QC Manager and DESIGN-BUILD TEAM's Project Manager. Deliverables received by OCTA without DESIGN-BUILD TEAM QA/QC certification may be returned without review by OCTA.

DESIGN-BUILD TEAM shall expect that City of Garden Grove, other Authorities Having Jurisdictions (AHJ), and third parties affected by the PROJECT construction may request to review deliverables submitted by DESIGN-BUILD TEAM during the PROJECT; however, review of deliverables by these parties does not relieve DESIGN-BUILD TEAM's responsibility of maintaining QA/QC and meeting all applicable federal/state/local agencies' standards, procedures, and requirements.

Deliverables:

- QA/QC certification for each submittal – PDF file distribution and hard copy per requirement.

## 1.5. All Other Work

All Other Work related to Task 1: Project Administration, Project Management, and Project Control that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 1.1 through Task 1.4 of this Scope of Work.

- All Other Work, related to Task 1: Project Administration, Project Management, and Project Control, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 1.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

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**Task 2: Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Standards, Hazard Analysis, Safety Requirements, and Project Site Conditions**

**DESIGN-BUILD TEAM shall review Task 2 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Hazard Analysis, Safety Requirements, and Project Site Conditions that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

## 2.1. Authorities Having Jurisdiction

Authorities Having Jurisdiction (AHJ) related to the PROJECT includes, but not limited to, the following:

- State of California
- City of Garden Grove
- Orange County Fire Authority (OCFA)
    - Responsible for fire protection services for the City of Garden Grove
- Orange County Healthcare Agency (OCHA)
    - Serves as local Certified Unified Program Agency (CUPA)
        - Hazardous Material Disclosure (HMD)
        - Business Emergency Plan (BEP)
        - Hazardous Waste (HW)
        - Underground Storage Tank (UST)
        - Aboveground Storage Tank (AST)
        - California Accidental Release Prevention (CalARP)
- Southern California Air Quality Management District (SCAQMD)
- Regional Water Quality Control Board (RWQCB)
- Southern California Edison (SCE)
- Other Utility Companies
- Federal Transit Administration (FTA)

AHJ Coordination – General Summary

DESIGN-BUILD TEAM shall coordinate, cooperate, and/or consult with OCTA and AHJ throughout the duration of the PROJECT. DESIGN-BUILD TEAM shall include OCTA to all communications with AHJ. DESIGN-BUILD TEAM shall ensure the PROJECT's design and construction are in compliance with all procedures and requirements of OCTA and AHJ.

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DESIGN-BUILD TEAM shall coordinate with City of Garden Grove and all other utility companies to secure all utilities required to support the PROJECT and to determine if utility lines impacted by the PROJECT, if any, requires relocation. DESIGN-BUILD TEAM shall collect, verify, and map existing conditions available; DESIGN-BUILD TEAM shall perform potholing related to existing utilities within PROJECT limits, if necessary, for confirmation and determination of any needs of relocations. All utility related work required to deliver the PROJECT shall be provided by DESIGN-BUILD TEAM.

- Per Attachment A: Project Preliminary Plans, hydrogen storage equipment area associated with liquid hydrogen storage tank will be situated near multiple SCE pole-mounted transformers, along Cardinal Circle; these transformers may impact the PROJECT due to potential arching event and presence of gaseous hydrogen coming off vent stacks in the general vicinity. DESIGN-BUILD TEAM shall coordinate and consult with SCE, which shall include discussion for potential installation of non-conductive fiberglass barriers or other work to prevent electric arcs from traveling towards the gaseous hydrogen vent stacks and other hydrogen equipment.

Project Plan Check: DESIGN-BUILD TEAM shall identify all plan check requirements, obtain plan check approval, and pay for all plan check fees to City of Garden Grove and other AHJ, in conjunction with Tasks 3.1 through 3.4 of this Scope of Work. DESIGN-BUILD TEAM shall provide OCTA with information related to all plan check requirements, timeline to secure plan check approval, and plan check fees from City of Garden Grove and other AHJ.

Project Permitting: DESIGN-BUILD TEAM shall identify all required permits and their requirements, obtain all permits, and pay for all permit related fees to City of Garden Grove and other AHJ, in conjunction with Task 4.1 of this Scope of Work. DESIGN-BUILD TEAM shall also obtain and include/pay costs for City of Garden Grove business licenses.

Deliverables:

- Project Plan Check Approval – PDF file distribution via email.
- Project Construction Permit and Other Permits (if any) – PDF file distribution via email.
- Project related communications by DESIGN-BUILD TEAM with all AHJ, that may impact the PROJECT – PDF file distribution via email.

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Dedicated Electrical Power Feed/Service Coordination

DESIGN-BUILD TEAM shall coordinate with SCE the delivery of a dedicated electrical power feed/service to support the hydrogen fueling station. OCTA will assist to the extent required as the owner-occupant of the site address.

- OCTA shall be the customer of record with SCE.
- OCTA has initiated application for SCE's Rule 16 electrical power service option. Upon request, OCTA shall provide DESIGN-BUILD TEAM with communications to date with SCE related to the dedicated electrical power service application.

DESIGN-BUILD TEAM shall pay for all SCE-related fees associated with the design and construction of the PROJECT.

Deliverables:

- Project related communications by DESIGN-BUILD TEAM with SCE, that may impact the PROJECT – PDF file distribution via email.
- Draft SCE Service Plan – PDF file distribution via email.
- Final SCE Service Approval – PDF file distribution via email.

## 2.2. Design Criteria, Codes, Regulations, Standards

The PROJECT at a minimum shall be designed and constructed in accordance to codes, regulations, and standards listed below. All applicable codes, regulations, and standards shall be the most recent versions, as published by issuing organization at time of contract award.

- California Building Code (CBC), California Electrical Code (CEC), California Mechanical Code (CMC), California Fire Code (CFC)
- National Fire Protection Association (NFPA) 2, NFPA 30A, NFPA 52, NFPA 55, NFPA 70
- Society of Automotive Engineers (SAE)
- American Society of Mechanical Engineers (ASME)
- American National Standards Institute (ANSI)
- Compressed Gas Association (CGA) G-5.5
- All codes, regulations, and standards adopted by reference within the above list.

Applicable codes, regulations, and standards adopted by OCTA and all appropriate AHJ shall govern minimum requirements for this PROJECT. Where codes, regulations, and standards conflict with the contract documents, these conflicts shall be brought to the immediate attention of OCTA.

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SAE Standards

The hydrogen fueling station and hydrogen supplies shall be compliant with SAE J2601-2 (2023) fueling protocol, SAE J2799 FCEB to station communications, and SAE J2719 fuel quality standards.

In order to ensure that the fuel meets quality standards, DESIGN-BUILD TEAM shall conduct fuel purity testing related to the commissioning phase of the PROJECT, as required within Task 12.1 of this Scope of Work, and prior to filling any of OCTA's FCEBs.

Ventilation Requirements

Per NFPA 2, mechanical exhaust or fixed natural ventilation shall be at a rate of not less than 1 scf/min/ft$^2$ of floor area. Ventilation requirement of 5 air changes per hour (ACH) is anticipated at the maintenance building, fuel building, and other applicable maintenance facilities; DESIGN-BUILD TEAM shall verify requirement per all applicable codes.

DESIGN-BUILD TEAM shall provide services to furnish a Testing, Adjusting, and Balancing (TAB) Report for ventilation systems at the maintenance building, fuel building, and other applicable maintenance facilities.

Deliverables:

- TAB Report – PDF file distribution via email.

Noise Ordinance

DESIGN-BUILD TEAM shall ensure compliance with all applicable local noise ordinances. If necessary or requested by City of Garden Grove or other AHJ, DESIGN-BUILD TEAM shall provide noise measurement data at DESIGN-BUILD TEAM's expense.

Storm Water Management

DESIGN-BUILD TEAM shall prevent and/or mitigate potential chemical releases, erosion and sedimentation impacts associated with storm water runoff. DESIGN-BUILD TEAM shall comply with all applicable federal/state/local agencies' standards, procedures, and requirements, which may include provisions related to Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices (BMP).

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## 2.3. Hazard Analysis, Safety Requirements

Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS)

DESIGN-BUILD TEAM shall prepare Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS), pursuant to CFC Sections 5001.5.1 and 5001.5.2, respectively; HMMP and HMIS shall be submitted to OCTA and OCFA for acceptance.

Deliverables:

- HMMP – PDF file distribution via email.
- HMIS – PDF file distribution via email.

Process Safety Management (PSM) Requirements of CAL/OSHA

DESIGN-BUILD TEAM is responsible for ensuring compliance with the Cal/OSHA §5189, Process Safety Management (PSM) of Acutely Hazardous Materials standards. All compliance activities shall be documented as required by the regulations.

PSM elements including Process Safety Information, Process Hazard Analysis, Pre-Startup Safety Review, Safe Operating Procedures, and the Mechanical Integrity procedures shall be provided by DESIGN-BUILD TEAM to OCTA prior to the system being fully commissioned and made ready for fueling FCEBs.

- DESIGN-BUILD TEAM to conduct Hazard Analysis per NFPA 2 (Hydrogen Technologies Code). Extent, detail, and effort of Hazard Analysis at a minimum shall be consistent with industry specific HAZOP or HAZID best practices. Format shall consist of initial meeting(s), followed by formal report and recommendations. DESIGN-BUILD TEAM to seek a qualified third-party facilitator to manage and conduct Hazard Analysis. DESIGN-BUILD TEAM to ensure all recommendations are concluded, as a prerequisite to commissioning and startup.
- DESIGN-BUILD TEAM shall conduct a Pre-Startup Safety Review prior to introducing hazardous materials on-site (e.g., hydrogen gas or liquid), which includes field verification of critical process documentation (e.g., P&ID) against as-built conditions.

DESIGN-BUILD TEAM shall provide all documentation related to Cal/OSHA §5189 PSM Requirements. Waiver or exemption of the applicability of Cal/OSHA §5189 PSM Requirements will not be granted by OCTA.

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DESIGN-BUILD TEAM shall serve as the system expert and shall provide training and certification, in conjunction with Task 13.1 of this Scope of Work, to OCTA staff in compliance with §5189(g) https://www.dir.ca.gov/title8/5189.html.

Deliverables:

- Cal/OSHA §5189 PSM Requirements Documentation – PDF file distribution via email.

Emergency Response Plan (ERP)

DESIGN-BUILD TEAM shall develop and prepare an Emergency Response Plan (ERP) to address response protocols for any potential emergency situations related to the hydrogen fueling station. ERP shall be submitted to OCTA for approval prior to the introduction of hydrogen at Garden Grove Bus Base.

- ERP shall include a map showing the location of all hydrogen storage and fueling equipment, visual and audible alarms, and emergency shutdown systems, as well as the distances to these equipment from the entry driveway and nearby structures.
- DESIGN-BUILD TEAM shall include response protocols for any emergency situations that may occur during operations services of the hydrogen fueling station, in conjunction with Task 17.1 of this Scope of Work.
- DESIGN-BUILD TEAM shall coordinate with OCTA to incorporate the hydrogen fueling station related ERP into current ERP at Garden Grove Bus Base.

Deliverables:

- Emergency Response Plan – PDF file distribution via email and three (3) hard copies.

OCTA Level 3 Health, Safety, and Environmental (HSE) Specifications

DESIGN-BUILD TEAM shall comply with all OCTA Health, Safety and Environmental requirements, as required within Exhibit F. Safety Specifications of the RFP package, and all other requirements set forth by terms of the executed contract between OCTA and DESIGN-BUILD TEAM..

Deliverables:

- All required submittals per OCTA Level 3 HSE Specifications – PDF file distribution via email.

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## 2.4. Project Site Conditions

Project Site Evaluation/Review

DESIGN-BUILD TEAM shall collect and review existing data and information relevant to the PROJECT, including available public records from City of Garden Grove and other AHJ. Upon request, OCTA shall provide available as-built documentation and any other similar items that may impact the PROJECT.

- All record information provided by OCTA is for reference only. DESIGN-BUILD TEAM.

DESIGN-BUILD TEAM shall conduct site visit(s) to field verify all existing conditions at the PROJECT site that may affect the design and construction of the PROJECT; site visits shall be coordinated by DESIGN-BUILD TEAM in a timely manner with OCTA. DESIGN-BUILD TEAM shall prepare a Site Visit Report, for each site visit, which shall include photos and descriptions detailing existing conditions and site observations; Site Visit Reports shall be submitted to OCTA within three (3) working days after site visit.

- Existing improvements observed during site visits are to be taken into consideration for design, engineering, and construction impacts. Relocation, demolition, or modification of existing improvements which can be identified visually are to be considered within scope.

Deliverables:

- Site Visit Report – PDF file distribution via email.

Survey and Mapping

Please refer to Attachment A: Project Preliminary Plans, which includes a Topographic Site Plan (2024) consisting of survey and mapping information related to the project site.

Geotechnical Engineering

Please refer to Attachment B: Project Geotechnical Report for a project-specific geotechnical investigation recently performed at the project site (2024). DESIGN-BUILD TEAM shall review the provided geotechnical report, which provides recommendations related to geologic and geotechnical matters, foundations, and shall be considered in the design and construction of the PROJECT; additionally, recommendations related to soil compaction grouting for the PROJECT are provided.

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## 2.5. All Other Work

All Other Work related to Task 2: Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Standards, Hazard Analysis, Safety Requirements, and Project Site Conditions that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 2.1 through Task 2.4 of this Scope of Work.

- All Other Work, related to Task 2: Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Standards, Hazard Analysis, Safety Requirements, and Project Site Conditions, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 2.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 3: Architectural & Engineering Design

**DESIGN-BUILD TEAM shall review Task 3 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Architectural & Engineering Design that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

Project Information, Requirements, and Specifications

PROJECT preliminary plans are included herein as Attachment A. DESIGN-BUILD TEAM shall complete the design of the PROJECT, and obtain all required approvals from authorities having jurisdiction prior to proceeding with construction.

In conjunction with PROJECT preliminary plans, Tables 1 through 3 below provides project related information, requirements, and specifications.

| ***Table 1: Fuel Cell Electric Bus Specifications (100 Buses in Fleet)*** | | |
|---|---|---|
| **Characteristic** | **Specification** | **Notes** |
| Volume of Hydrogen Stored, per Bus | 56.5 cu. ft.<br>1,600 L | |
| Mass Stored, per Bus | 37.5 kg | Nominal Working Pressure (NWP) at 35 MPa and 15 ºC |
| Fill Pressure, per Bus | 38 MPa | Settled pressure at 35 MPa |
| Usable Mass, per Bus | 36 kg | 95% to 96% |
| Number of Cylinders, per Bus | 5 | 320 L each |
| Cylinder Type Category | Type 4 | |
| Daily Fuel Consumption, per Bus | 30 kg | |
| Fleet Daily Fuel Consumption (100 Buses) | Up to 3,000 kg | |
| Fleet Annual Fuel Consumption (100 Buses) | Up to 1,095,000 kg | |
| Fueling Receptacle/Fill Port | TN5 and TN1 | Primary bus fill port is TN5 (high flow), although bus also has a secondary fill port TN1; a data cable is required (in lieu of infrared ring), serving both fill ports (data cable monitors temperature). |

*Note: Values within Table 1 above are estimates; actual performance shall depend on actual bus characteristics and ambient conditions.*

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| *Table 2: Hydrogen Fueling Station Requirements* | | |
|---|---|---|
| **Characteristic** | **Specification** | **Notes** |
| Hydrogen Supply | Liquid | Delivered to facility |
| Liquid Hydrogen Storage | 25,000 gallon capacity (liquid hydrogen storage tank) | Tank shall be equipped with a refrigerated controlled storage system (controlled cold liquid hydrogen storage) or approved system that will address anticipated hydrogen fuel loss during transfer, storage, pump priming, and other process. |
| Usable Hydrogen Supply | | Percentage of storage capacity |
| High-Pressure Gaseous Storage | | (Quantity, kg.) |
| High-Pressure Storage Vessels | | (Quantity, number of vessels) |
| High-Pressure Storage Maximum Pressure | | (Bar)<br>ASME Standard |
| Hydrogen Dispenser | Two (2) | SAE J2601-2 (2023) H35-HD Fast-fill; dispensers shall be capable to fill simultaneously |
| Hydrogen Dispenser Make and Model | | |
| Hydrogen Dispenser Accuracy | +/- 3% or better | |
| Hydrogen Dispenser Nozzle | TK25 | Compatible with TN5 bus fill port (high flow) |
| Communication Fill | | |
| Grounding System | | |
| Pump(s)/Compressor(s) | | (Quantity)<br>Equipment shall provide redundancy |
| Pump/Compressor Make and Model | | |
| Pump/Compressor Flowrate | | (Kg/hr) |
| Pump/Compressor Inlet Pressure | | (Bar) |
| Pump/Compressor Capacity | | (Kg/hr) |

*Note: Hydrogen Fueling Station requirements and specifications are noted within Table 2 above. DESIGN-BUILD TEAM shall complete Table 2 above by filling in specifications, not provided within the table, that are required to deliver the PROJECT. DESIGN-BUILD TEAM shall specify missing information within Table 2 above in their proposed design of the PROJECT, as required within Section III. Proposal Content of the RFP package.*

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| *Table 3: Fueling Performance Requirements* | | |
|---|---|---|
| **Characteristic** | **Requirement** | **Notes** |
| Fueling Time per Bus | Under 10 minutes | |
| Bus fills per hour, per dispenser | 6 Buses filled per hour, back-to-back fueling in rapid succession | Average Fill Quantity: 30 kg, per bus |
| State of Charge (SOC) | > 95% SOC at settled pressure | Target is 350 Bar at settled pressure |
| Bus Fueling Time Window | 6:00 pm to 2:00 am | |

As required within Section III. Proposal Content of the RFP package, DESIGN-BUILD TEAM's proposed design of the PROJECT shall be provided in their proposal. In conjunction with PROJECT preliminary plans, the following requirements and specifications shall be incorporated in the design of a turnkey code-compliant PROJECT:

- Demolition and Soil Compaction Grouting related work shall be provided by DESIGN-BUILD TEAM.
    - All demolition, removal, and related work required to allow delivery of a completed PROJECT shall be provided by DESIGN-BUILD TEAM.
        - Demolition of existing 8-ft-high masonry wall and existing sliding gate along the northern property line, to allow for subsequent construction; demolition of related wall and gate items such as foundations, adjacent flatwork, and other items.
        - Demolition of existing concrete pavements and related items, to allow for subsequent construction; existing concrete pavements are generally 10-in thick.
        - Demolition of all other existing items, necessary to allow for subsequent construction; such items related to, but not limited to, existing concrete flatwork and existing light poles.
        - Demolition work shall be in compliance with City of Garden Grove and other AHJ requirements.
        - All construction and demolition debris shall be removed from the site and legally disposed offsite.
    - Soil compaction grouting and related work shall be provided by DESIGN-BUILD TEAM.
        - Soil compaction grouting and related work is required to address liquefaction hazard at the PROJECT site.
        - Soil compaction grouting and related work shall be in compliance with Attachment B: Project Geotechnical Report requirements and recommendations.
- Dedicated Electrical Power Feed and Electrical Service Equipment related work shall be provided by DESIGN-BUILD TEAM, with the exception of related work to be provided by SCE.
    - SCE-furnished and installed equipment will generally be limited to a new transformer, new PME switch, and 12kV medium voltage primary power feed lines to its electrical equipment.
        - All work outside of SCE's scope of work related to the dedicated electrical service shall be provided by DESIGN-BUILD TEAM.

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- Dedicated electrical service equipment and related work are required to support the hydrogen fueling station; dedicated 800A 480V-3P meter switchboard, with 480/208Y-120V transformer and 208Y/120V-3P-4W panelboard, shall be provided by DESIGN-BUILD TEAM.
    - Equipment shall be compliant with SCE requirements.
- Dedicated standby generator and related work are required to support the hydrogen fueling station with backup power; dedicated 500 kW 480V-3P diesel-powered standby generator with automatic transfer switch (ATS) shall be provided by DESIGN-BUILD TEAM.
    - Standby generator shall be SCAQMD Tier 4 generator and shall meet SCAQMD requirements.
- All Conduits and Conductors/Wirings related to dedicated electrical power feed and electrical service equipment shall be provided by DESIGN-BUILD TEAM.
    - All conduits (underground and aboveground) shall run as directly as possible and shall be secured.
    - All conduits shall be protected from damage by movement of the ground and shall be protected from corrosion.
    - Conductors/wiring shall be of copper material.
- All earthwork related to dedicated electrical power feed and electrical service equipment shall be provided by DESIGN-BUILD TEAM.
    - Earthwork shall include excavation/trenching, grading, backfill, and all other related work.
    - Earthwork shall be in compliance with Attachment B: Project Geotechnical Report, City of Garden Grove, and other AHJ requirements and recommendations.
- All new concrete work related to dedicated electrical power feed and electrical service equipment shall be provided by DESIGN-BUILD TEAM.
    - New concrete work related to equipment footings/foundations or pads to support and level up electrical service equipment.
        - Equipment footing or pad areas shall be designed in a manner to ensure no pooling or trapping of stormwater or condensation occurs. Correction of such improvements shall be considered within scope.
    - New concrete work shall be in compliance with City of Garden Grove and other AHJ requirements; new concrete work shall be properly reinforced.

- Hydrogen Storage and Fueling Equipment related work shall be provided by DESIGN-BUILD TEAM.
    - Non-propriety equipment and components are preferred by OCTA and shall be considered by DESIGN-BUILD TEAM in their design; non-propriety equipment and components are preferred due to benefits related to maintenance and repairs, including material availability.

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- One (1) Liquid Hydrogen Storage Tank shall be provided by DESIGN-BUILD TEAM.
    - Liquid hydrogen storage tank shall have a 25,000-gallon capacity; a tank service platform shall be included and equipped with railings and access steps at two directions.
    - Liquid hydrogen storage tank shall be manufactured and delivered completely equipped with a refrigerated controlled storage system (controlled cold liquid hydrogen storage) or approved system that will address anticipated hydrogen fuel loss during transfer, storage, pump priming, and other process.
    - The interface between the liquid hydrogen storage tank and the delivery trailer shall be adaptable to accept fuel supply from multiple competing fuel suppliers.
- Two (2) Hydrogen Fuel Dispensers shall be provided by DESIGN-BUILD TEAM.
    - Hydrogen fuel dispensers shall be pressure class H35 (35 MPa NWP) with a maximum operating pressure of 43.8 MPa, in accordance with SAE J2601-2 (2023). Hydrogen fuel dispensers shall be equipped with a TK25 nozzle.
    - Hydrogen fuel dispensers shall have simultaneous fueling capabilities.
- Piping Bundles and Hydrogen Storage and Fueling Equipment Piping shall be provided by DESIGN-BUILD TEAM.
    - Piping bundles shall include all related components from hydrogen storage equipment area associated with liquid hydrogen storage tank to the fuel building for hydrogen dispensing equipment.
    - Hydrogen storage and fueling equipment piping and tubing shall include all related components to allow for fully operational hydrogen fueling station.
- All Other Hydrogen Storage and Fueling Equipment and Components required shall be provided by DESIGN-BUILD TEAM.
    - All other hydrogen equipment and components required for the turnkey code-compliant hydrogen fueling station shall be provided by DESIGN-BUILD TEAM, which may include but not limited to pumps/compressors, vaporizers, gaseous storage vessels, priority control unit/valve panel, control and power container, inert gas/nitrogen purge tank, precooling system.
    - Redundancy of equipment shall be considered by DESIGN-BUILD TEAM, with the intent to minimized downtime resulting from malfunctioning hydrogen storage and fueling equipment.
- Defueling Area shall be provided by DESIGN-BUILD TEAM.
    - Defueling area shall be designed as a designated space to defuel hydrogen from a FCEB without directly venting to the atmosphere.
    - Defueling area shall have a minimum area of 15-feet by 40-feet.

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        - Defueling area shall be equipped with a defueling hose, nozzle panel, and vent stack. Defueling hose shall be of sufficient length to easily connect to a bus defuel receptacle.
        - Defueling area shall be equipped with a pressure regulator to monitor and control the pressure flow.
        - Defueling area shall meet City of Garden Grove and other AHJ requirements, including clearances and sign requirements.
    - Mobile Hydrogen Fueling Trailer Area shall be provided by DESIGN-BUILD TEAM.
        - Mobile hydrogen fueling trailer area shall be designed as a designated space capable of supporting mobile hydrogen fueling trailers. Mobile hydrogen fueling trailers, which are self-contained trailers (typically 1,000 kg) that includes dispenser(s), hydrogen detection systems, and related items are anticipated for future use and to be designed accordingly.
        - Mobile hydrogen fueling trailer area shall be equipped with an electrical NEMA 3R cabinet, which will house 300A 480V-3P circuit breaker, receptacle, grounding terminal, 30-feet long power cord with plugs on both ends, to accommodate contingent mobile hydrogen fueling operations.
    - Data Communications related to hydrogen fueling station equipment shall be provided by DESIGN-BUILD TEAM.
        - DESIGN-BUILD TEAM shall establish and acquire data communication lines related to the hydrogen fueling station equipment requirements, including verification and evaluation of existing local data/internet main point of entry (MPOE) at Garden Grove Bus Base maintenance building.
        - Wireless data communication connections shall be considered, if such connection can be proven to be better value and/or better reliability.
        - OCTA uses an industry standard system (Fleetwatch) to collect fueling data on each bus, as the bus is fueled and serviced; DESIGN-BUILD TEAM shall integrate the hydrogen fuel dispensers and control systems with the Fleetwatch system. DESIGN-BUILD TEAM shall coordinate with OCTA's Fleetwatch system vendor (S&A Systems, Inc.) for requirements to integrate system with the hydrogen fuel dispensers.
            - Fleetwatch system vendor contact information are as follows: S&A Systems, Inc., Rockwall, Texas.
              Web: www.fleetwatch.com
              Phone: 972 722 1009. Email: support@fleetwatch.com
            - Although no additional hardware related to the Fleetwatch system are anticipated, DESIGN-BUILD TEAM shall confirm with vendor and shall supply all equipment/components required to allow Fleetwatch system to be functional with the

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hydrogen fuel dispensers (in an effort to capture fuel quantity dispensed) as a turnkey system.
        - DESIGN-BUILD TEAM shall provide and integrate Supervisory Control and Data Acquisition (SCADA) systems, or other means for remote monitoring of fueling system operation; materials and/or equipment necessary to achieve such work shall be included.
    - All Other Utility Infrastructure, Utility Piping, Conduits, and Conductors/ Wirings related to hydrogen storage and fueling equipment shall be provided by DESIGN-BUILD TEAM.
        - All utility related work required to provide utility service for the hydrogen fueling station shall be provided by DESIGN-BUILD TEAM.
        - Service water hose bibs and related work to support the hydrogen fueling station shall be appropriately located in the general vicinity of hydrogen storage equipment area, and in the general vicinity of defueling and mobile hydrogen fueling trailer areas.
        - All piping and conduits (underground and aboveground) shall run as directly as possible and shall be secured.
        - All piping and conduits shall be protected from damage by movement of the ground and shall be protected from corrosion.
        - Aboveground piping and conduits on the exterior of buildings shall be concealed in an aesthetical manner, as approved by OCTA. All exposed piping and conduits, excluding stainless steel tubing, shall be painted to match adjacent surfaces.
        - Conductors/wiring shall be of copper material.
    - All earthwork related to hydrogen storage and fueling equipment shall be provided by DESIGN-BUILD TEAM.
        - Earthwork shall include excavation/trenching, grading, backfill, and all other related work.
        - Earthwork shall be in compliance with Attachment B: Project Geotechnical Report, City of Garden Grove, and other AHJ requirements and recommendations.
    - All new concrete work related to hydrogen storage and fueling equipment shall be provided by DESIGN-BUILD TEAM.
        - New concrete work related to equipment footings/foundations or pads to support and level up hydrogen storage and fueling equipment, pavements and flatwork related to trenching.
            - Equipment footing or pad areas shall be designed in a manner to ensure no pooling or trapping of stormwater or condensation occurs. Correction of such improvements shall be considered within scope.
        - New concrete pavements and flatwork at a minimum shall match existing concrete improvements, including steel reinforcement requirements.
        - New concrete work shall be in compliance with City of Garden Grove and other AHJ requirements; new concrete work shall be properly reinforced.

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- Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards related work shall be provided by DESIGN-BUILD TEAM.
    - Fire-Rated Walls shall be provided by DESIGN-BUILD TEAM.
        - 2-hour fire-rated masonry wall, 15-ft in height, shall be designed along the northern property line, associated with the electrical equipment area, the hydrogen storage equipment area, the defueling area, and the mobile hydrogen fueling trailer area.
        - 2-hour fire-rated masonry walls, 10-ft in height, shall be designed between electrical equipment area and hydrogen storage equipment area, and along the southern perimeter of electrical equipment area.
        - Fire-rated walls shall be in compliance with NFPA and other regulatory codes.
    - Fencing and Sliding Gates shall be provided by DESIGN-BUILD TEAM.
        - Fencing and sliding gates, with a lock and key system, shall be designed along the perimeter of the hydrogen storage equipment areas, in areas not occupied by fire-rated walls.
        - Fencing and a sliding gate, with a lock and key system, shall be designed along the perimeter of the electrical equipment area, in areas not occupied by fire-rated walls.
        - Fencing and sliding gates shall be designed to enclose hydrogen storage equipment areas, to restrict access to authorized personnel only.
        - DESIGN-BUILD TEAM shall reference the following fencing system as the basis of design: ClearVu Invisible Wall or approved equal (https://www.cochraneglobal.com/clearvu-invisible-wall/)
        - New sliding gate along the northern property line shall be designed to replace existing sliding gate.
            - New sliding gate shall be of like-kind material and system to the existing sliding gate system being replaced, which shall be subject for review and approval by OCTA.
    - Safety bollards shall be provided by DESIGN-BUILD TEAM.
        - Safety bollards shall be appropriately located, generally along new fencing enclosures related to the electrical equipment area and the hydrogen storage equipment areas.
        - Safety bollards shall be 6-inch in diameter and spaced 4-feet center-to-center. Safety bollards shall be of steel pipe material and protected from corrosion.
        - Removable safety bollards shall be designed along sliding gate locations.
    - All earthwork related to masonry walls, elevated concrete slab, fencing, sliding gates, and safety bollards shall be provided by DESIGN-BUILD TEAM.
        - Earthwork shall include excavation/trenching, grading, backfill, and all other related work.

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        - Earthwork shall be in compliance with Attachment B: Project Geotechnical Report, City of Garden Grove, and other AHJ requirements and recommendations.
    - All new concrete work related to masonry walls, elevated concrete slab, fencing, sliding gates, and safety bollards shall be provided by DESIGN-BUILD TEAM.
        - New concrete work related to elevated slab for the entire hydrogen storage and fueling equipment and electrical equipment areas.
            - Elevated slab areas shall be designed in a manner to ensure no pooling or trapping of stormwater or condensation occurs. Correction of such improvements shall be considered within scope.
            - Elevated slab area related to the hydrogen storage and fueling equipment shall have an in-slab drainage gutter system, with the intent to catch condensate coming off liquid hydrogen piping/tubing and equipment; the in-slab drainage gutter system shall include a drain pipe with an accessible shut-off valve, which shall be connected to existing storm drain.
        - New concrete work related to foundations for the support of masonry walls, fencing, sliding gates, and safety bollards.
            - New asphaltic concrete work related to new masonry wall along the northern property line.
        - New concrete work shall be in compliance with City of Garden Grove and other AHJ requirements; new concrete work shall be properly reinforced.
- LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings shall be provided by DESIGN-BUILD TEAM.
    - Explosion-proof LED area lighting shall be provided by DESIGN-BUILD TEAM.
        - Explosion-proof LED area lighting shall be designed to support hydrogen fueling station areas and related electrical equipment area.
        - Minimum lamination at any point within hydrogen fueling station areas are 5-ft-candles, with a minimum of 10-ft-candles available at any accessible equipment or electrical panel access points.
    - Explosion-proof VSS cameras shall be provided by DESIGN-BUILD TEAM.
        - Explosion-proof VSS cameras shall be designed to oversee all of the hydrogen fueling station areas, the electrical equipment area, and the maintenance platform area (at the maintenance building).
        - VSS cameras shall be located/situated in a manner to capture all required areas.
        - VSS cameras shall have capability of identifying vehicle license plates and facial recognition.
    - Signage shall be provided by DESIGN-BUILD TEAM.
        - Signage shall include safety and warning signs for hydrogen fueling station areas and related electrical equipment area.

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        - Signage shall be incompliance with NFPA and other regulatory codes.
        - Signs shall be made of UV-resistant material, all-weather material.
    - Paint Striping and Markings shall be provided by DESIGN-BUILD TEAM.
        - Paint striping and markings shall be designed for hydrogen fueling station areas and related electrical equipment area to clearly identify walkway areas, restricted/hazard areas, loading areas, and parking areas.
        - Perimeter and edges of all elevated work surface shall be painted for safety purposes.
    - Data Communications related to VSS cameras shall be provided by DESIGN-BUILD TEAM.
        - DESIGN-BUILD TEAM shall establish and acquire data communication lines related to VSS cameras requirements.
        - Wireless data communication connections shall be considered, if such connection can be proven to be better value and/or better reliability.
    - All Conduits and Conductors/Wirings related to LED area lighting and VSS cameras shall be provided by DESIGN-BUILD TEAM.
        - All conduits (underground and aboveground) shall run as directly as possible and shall be secured.
        - All conduits shall be protected from damage by movement of the ground and shall be protected from corrosion.
        - Conductors/wiring shall be of copper material.
    - All earthwork related to LED area lighting shall be provided by DESIGN-BUILD TEAM.
        - Earthwork shall include excavation/trenching, backfill, and all other related work.
        - Earthwork shall be in compliance with Attachment B: Project Geotechnical Report, City of Garden Grove, and other AHJ requirements and recommendations.
    - All new concrete work related to LED area lighting shall be provided by DESIGN-BUILD TEAM.
        - New concrete work related to foundations for the support of LED area lighting.
        - New concrete work shall be in compliance with City of Garden Grove and other AHJ requirements; new concrete work shall be properly reinforced.
- Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems shall be provided by DESIGN-BUILD TEAM.
    - Hydrogen detection systems shall be provided by DESIGN-BUILD TEAM.
        - Hydrogen detection systems shall be designed in order to accommodate the use of the hydrogen fueling station and FCEBs.
        - Hydrogen detection systems at a minimum shall include gas detectors, flame detectors, alarms, control panel, detection horn/ strobe light assemblies, multi-color beacon light arrays for hydrogen

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storage and fueling equipment areas and shall all be strategically located at the hydrogen fueling station areas.

- Gas detectors and flame detectors that are triggered falsely or in error shall be corrected by DESIGN-BUILD TEAM; repeated falsely triggered devices shall be replaced with an alternate approved device as a means of eliminating false alarms.

- Hydrogen detection systems shall be compatible with the use of the existing methane detection systems. Hydrogen detection system shall be integrated with existing detection/alarm systems; integration of systems shall be performed in a manner that shall allow OCTA to clearly identify what is being detected (hydrogen or methane) during a detection/alarm event.

- Emergency Shutdown (ESD) System shall be provided by DESIGN-BUILD TEAM.
  - ESD system shall be designed to stop/restrict fueling operations when activated.
  - ESD system at a minimum shall include ESD buttons and control/ monitoring panels.
  - ESD buttons at a minimum shall be located at both hydrogen dispensers and within the enclosed hydrogen storage equipment area associated with liquid hydrogen storage tank. ESD buttons shall be integrated into existing ESD systems at the property. Final locations of ESD buttons shall be approved by OCTA and AHJ.
    - ESD buttons shall immediately stop all fueling operations related to the hydrogen fueling station when activated.
    - ESD buttons at each hydrogen dispenser location shall stop all fueling operations within the fuel building, including CNG.
    - ESD buttons within the enclosed hydrogen storage equipment area associated with liquid hydrogen storage tank shall stop all fueling operations related to the hydrogen fueling station, including both hydrogen dispensers, but not CNG or other fueling within the fuel building.
  - ESD panels for control and monitoring shall be located at the supervisor's office (maintenance building) and at the fuel building.
    - ESD panels shall have capability to reset the ESD systems after a trigger.
- Battery backup systems shall be provided by DESIGN-BUILD TEAM.
  - Battery backup systems shall have required capacity to furnish bridging power during transition to standby generator power, to avoid hydrogen fueling station alarm events, at time of grid power outages.
  - Battery backup system shall be designed for all electrical controls equipment, gas and flame detectors, VSS cameras, LED area lighting, and other related equipment associated with the hydrogen fueling station that shall have backup battery power to ensure continued operation should there be a loss of grid power.

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- Data Communications related to hydrogen detection systems and ESD system shall be provided by DESIGN-BUILD TEAM.
  - DESIGN-BUILD TEAM shall establish and acquire data communication lines related to hydrogen detection systems and ESD system requirements.
  - Wireless data communication connection shall be considered, if such connection can be proven to be better value and/or better reliability.
- All Conduits and Conductors/Wirings related to hydrogen detection systems, ESD system, and battery backup systems shall be provided by DESIGN-BUILD TEAM.
  - All conduits (underground and aboveground) shall run as directly as possible and shall be secured.
  - All conduits shall be protected from damage by movement of the ground and shall be protected from corrosion.
  - Conductors/wiring shall be of copper material.

- Maintenance Platform shall be provided by DESIGN-BUILD TEAM.
  - Maintenance platform shall allow access to bus rooftop for maintenance and inspection purposes, and shall be located within the maintenance building.
    - DESIGN-BUILD TEAM shall reference the following platform system as the basis of design: The ZEvolve Access System or approved equal (https://www.spikamfg.com/industry/mass-transit) .
    - The maintenance platform shall comply with CBC and other regulatory codes, including design considerations related to seismic anchoring and bracing.
- Facility Modifications required work shall be provided by DESIGN-BUILD TEAM and generally consists of work at existing maintenance facilities including the fuel building, maintenance building, brake check building, canopy detail area, vehicle test station canopy, tire shop area that affected by the introduction of hydrogen system to the property.
  - Hydrogen detection systems shall be provided by DESIGN-BUILD TEAM.
    - New hydrogen detection systems at a minimum shall include gas detectors, flame detectors, alarms, control panel, detection horn/ strobe light assemblies, multi-color beacon light arrays at the appropriate maintenance facilities.
      - Gas detectors and flame detectors that are triggered falsely or in error shall be corrected by DESIGN-BUILD TEAM; repeated falsely triggered devices shall be replaced with an alternate approved device as a means of eliminating false alarms.
    - New hydrogen detection systems shall be compatible with the use of FCEBs and the existing methane detection systems. New hydrogen detection system shall be integrated with existing detection/alarm systems; integration of systems shall be performed in a manner that shall allow OCTA to clearly identify what is being detected (hydrogen or methane) during a detection/alarm event.

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        - New hydrogen detection systems shall also include early warning systems that shall alert staff of potential issue.
            - Early warning systems shall include infrared thermal sensors to scan temperature of bus roofs for excessive heat due to overheating batteries, and/or sensors to detect lithium off-gassing. Early warning systems shall be integrated with existing detection/alarm systems.
    - Emergency Shutdown (ESD) System shall be provided by DESIGN-BUILD TEAM.
        - ESD system shall be designed to stop/restrict fueling operations when activated.
        - ESD system at a minimum shall include ESD buttons and control/ monitoring panels. New ESD system shall be integrated into existing ESD systems at the property.
        - ESD buttons shall be located at the appropriate maintenance facilities, due to introduction of hydrogen system. Final locations of ESD buttons shall be approved by OCTA and AHJ.
        - ESD panels for control and monitoring shall be located at the supervisor's office (maintenance building) and at the fuel building; such panels are same related to hydrogen dispensers and within the enclosed hydrogen equipment area, as described herein.
            - ESD panels shall have capability to reset the ESD systems after a trigger.
            - Integrated ESD panels shall have capability to control and monitor new and existing systems.
    - Battery backup systems shall be provided by DESIGN-BUILD TEAM.
        - Battery backup systems shall have required capacity to furnish bridging power during transition to standby generator power, to avoid hydrogen fueling station alarm events, at time of grid power outages.
        - Battery backup system shall be designed for all electrical controls equipment, gas and flame detectors, VSS cameras, LED area lighting, and other related equipment associated with the hydrogen fueling station that shall have backup battery power to ensure continued operation should there be a loss of grid power.
    - Removal of existing non-explosion proof area lighting and replacement with new explosion-proof LED area lighting at the appropriate maintenance facilities, due to introduction of hydrogen system, shall be provided DESIGN-BUILD TEAM.
        - Minimum lamination at any point within hydrogen fueling station areas are 5-ft-candles, with a minimum of 10-ft-candles available at any accessible equipment or electrical panel access points.

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- Removal of existing non-explosion proof VSS cameras and replacement with new explosion-proof VSS cameras at Garden Grove Base shall be provided DESIGN-BUILD TEAM.
    - New VSS cameras shall be of like-kind equipment to the existing cameras being replaced, which shall be subject for review and approval by OCTA.
- New signage and related items due to introduction of hydrogen system at maintenance facilities shall be provided DESIGN-BUILD TEAM.
    - Signage shall be shall include safety and warning signs.
    - Signage shall be incompliance with NFPA and other regulatory codes.
    - Signs shall be made of UV-resistant material, all-weather material.
- Data Communications related to hydrogen detection systems, ESD system, LED area lighting, and VSS cameras shall be provided by DESIGN-BUILD TEAM.
    - DESIGN-BUILD TEAM shall establish and acquire data communication lines related to hydrogen detection systems, ESD system, LED area lighting, and VSS cameras requirements.
    - Wireless data communication connection shall be considered, if such connection can be proven to be better value and/or better reliability.
- All Electrical Service Infrastructure, Conduits, and Conductors/Wirings related to hydrogen detection systems, ESD system, and battery backup systems, LED area lighting, and VSS cameras shall be provided by DESIGN-BUILD TEAM.
    - All upgrades/modifications to existing electrical service required for fully operational code-compliant systems, as a result of hydrogen fueling station and facility modifications related work.
    - All conduits (underground and aboveground) shall run as directly as possible and shall be secured.
    - All conduits shall be protected from damage by movement of the ground and shall be protected from corrosion.
    - Conductors/wiring shall be of copper material.
- Ventilation Systems related work due to introduction of hydrogen system at maintenance facilities shall be provided DESIGN-BUILD TEAM.
    - All upgrades/modifications related to ventilation systems required for fully operational code-compliant systems, due to introduction of hydrogen system, shall be provided by DESIGN-BUILD TEAM.
- All removal related work, necessary to allow for subsequent installation related work, shall be provided DESIGN-BUILD TEAM.

- Feasibility for future expansion (or scalability) of the hydrogen fueling station is required, and shall be considered as part of DESIGN-BUILD TEAM's design.
    - Although the hydrogen fueling station is required to provide fueling for up to 100 FCEBS with daily fuel consumption of up to 3,000 kilograms, with consideration of future expansion, the hydrogen fueling station's final design shall be scalable through practical upgrades and/or modifications to

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accommodate up to 150 FCEBS with daily fuel consumption of up to 4,500 kilograms.

- DESIGN-BUILD TEAM shall provide conceptual design(s) for future expansion of the hydrogen fueling station, which shall include details on required upgrades and/or modifications related to electrical infrastructure and equipment, hydrogen storage and fueling equipment, facility modification, and all other work.
    - Conceptual design for future expansion shall be included by the DESIGN-BUILD TEAM along with the proposed design of the PROJECT, as required within Section III. Proposal Content of this RFP package.

Design Package

DESIGN-BUILD TEAM shall develop Design Package utilizing information, requirements, and specifications provided herein this Scope of Work, including Attachment A: Project Preliminary Plans. Final Design Package shall include but not limited to plans/drawings, specifications, supporting design calculations, and all other related documentations required to construct and deliver a code-compliant Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base. DESIGN-BUILD TEAM shall prepare and submit to OCTA appropriate Design Package at completion of 30% Design, 60% Design, 90% Design, and 100% Design phases, as required within Tasks 3.1 through Task 3.4 of this Scope of Work. concurrence

Final Design Package shall include civil, architectural, structural, mechanical, plumbing, and electrical drawings; at a minimum, drawing sheets shall consist of the following details and information: site plans, demolition plan, grading plan, soil compaction grouting, site survey, equipment plan including bill of materials, equipment staging area, elevations, foundation plan, anchoring details/plan, new electrical service site plan, single line diagram, load schedule, panel schedule, conduit and conductor routing plan, grounding plan, lighting plan, Title 24 compliance forms, piping and instrumentation diagram (P&ID), piping plan including bill of materials, maintenance platform details. Final Design Package drawings, calculations, and other applicable documents requiring the seal of a Professional Engineer registered in the State of California shall be stamped accordingly.

### 3.1. 30% Design Phase

DESIGN-BUILD TEAM shall identify all permits and approvals required for PROJECT. DESIGN-BUILD TEAM shall provide OCTA with information related to all applicable permits, City of Garden Grove and other AHJ (addresses, contacts, phone numbers), application forms, instructions, permit fees, and estimates of time to secure each permit or approval, as required within Task 2.1 of this Scope of Work. DESIGN-BUILD TEAM shall communicate and coordinate with OCTA, City of Garden Grove, and other AHJ to obtain all information and requirements that

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will affect the design of PROJECT, as well as information and requirements needed to ensure that all required permits and approvals will be secured by DESIGN-BUILD TEAM.

DESIGN-BUILD TEAM shall prepare 30% Design Package consisting of appropriate drawings and recommendations that shall layout major design elements of PROJECT, which shall be in compliance with City of Garden Grove and other AHJ requirements and codes, necessary for plan check approvals and other approvals required.

DESIGN-BUILD TEAM shall submit 30% Design Package to OCTA for review and comments. DESIGN-BUILD TEAM shall allow OCTA a minimum of fourteen (14) calendar days to review and provide review comments; all of OCTA's comments shall be addressed in 60% Design Package.

DESIGN-BUILD TEAM shall meet with OCTA to present and discuss 30% Design, as required within Task 1.1 of this Scope of Work, before proceeding with 60% Design Phase thereafter.

Deliverables:

- 30% Design Package – PDF file distribution via email and/or approved electronic shared folder.
- 30% Design Presentation Slides – PDF and/or native files distribution via email and/or approved electronic shared folder.
- 30% Design Drawings (half-size) – Three (3) hard copies.

### 3.2. 60% Design Phase

DESIGN-BUILD TEAM shall prepare 60% Design Package consisting of drawings, specifications, and other applicable documents. The 60% Design Drawings shall include civil, architectural, structural, mechanical, plumbing, and electrical drawings prepared using AutoCAD software. The 60% Design Specifications shall consist of all draft technical specifications to support the drawings, identify material, indicate inspection and testing requirements, and ensure a quality project; technical specifications shall be developed in Construction Specifications Institute (CSI) format using Microsoft Word software. All drawings and specifications shall be detailed to a degree ready for plan check and construction, except the designed features that are unresolved by OCTA, City of Garden Grove, and/or other AHJ.

DESIGN-BUILD TEAM shall submit 60% Design Package to OCTA for review and comments. DESIGN-BUILD TEAM shall allow OCTA a minimum of fourteen (14)

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calendar days to review and provide review comments; all of OCTA's comments shall be addressed in 90% Design Package.

DESIGN-BUILD TEAM shall meet with OCTA to present and discuss 60% Design, as required within Task 1.1 of this Scope of Work, before proceeding with 90% Design Phase thereafter.

Deliverables:

- 60% Design Package – PDF file distribution via email and/or approved electronic shared folder.
- 60% Design Presentation Slides – PDF and/or native files distribution via email and/or approved electronic shared folder.
- 60% Design Drawings (half-size) – Three (3) hard copies
- 60% Design Specifications – Two (2) hard copies.

### 3.3. 90% Design Phase

DESIGN-BUILD TEAM shall prepare 90% Design Package consisting of final drawings, final specifications, supporting design calculations, and other applicable documents. The 90% Design Drawings shall be final and complete. The 90% Design Specifications shall consist of all final technical specifications and Division 1 specifications. The 90% Design Package shall be complete and final, consistent with contemporary professional standards, setting forth in detail the requirements for the construction of PROJECT. All drawings and specifications shall be complete, detailed, and ready for plan check and construction.

DESIGN-BUILD TEAM shall submit 90% Design Package to OCTA for review and comments. DESIGN-BUILD TEAM shall allow OCTA a minimum of fourteen (14) calendar days to review and provide review comments. After addressing all of OCTA's comments on 90% Design Package, DESIGN-BUILD TEAM shall submit all applicable 90% Design Package documents to City of Garden Grove and other AHJ for plan check review. DESIGN-BUILD TEAM shall obtain plan check approval, as well as pay for all plan check fees, to City of Garden Grove and other AHJ, as required within Task 2.1 of this Scope of Work. DESIGN-BUILD TEAM shall submit to OCTA a duplicate copy of 90% Design Package documents submitted to City of Garden Grove and other AHJ for plan check at the time of submittal.

DESIGN-BUILD TEAM shall meet with OCTA to present and discuss 90% Design, as required within Task 1.1 of this Scope of Work.

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Deliverables:

- 90% Design Package – PDF file distribution via email and/or approved electronic shared folder.
- 90% Design Presentation Slides – PDF and/or native files distribution via email and/or approved electronic shared folder.
- 90% Design Drawings (half-size) – Three (3) hard copies
- 90% Design Specifications – Two (2) hard copies.
- Design Calculations – One (1) hard copy.
- Duplicate copy of All Plan Check Submittal Packages – PDF file distribution via email and/or approved electronic shared folder.

### 3.4. 100% Design Phase

DESIGN-BUILD TEAM shall address all City of Garden Grove and other AHJ plan check comments. All plan check fees, including any resubmittals, shall be the responsibility of DESIGN-BUILD TEAM, as required within Task 2.1 of this Scope of Work.

After addressing all plan check comments from City of Garden Grove and other AHJ, DESIGN-BUILD TEAM shall prepare 100% (Final) Design Package consisting of approved final drawings and final specifications, and other applicable documents. The Final Design Package shall include in a list of DESIGN-BUILD TEAM's submittals for equipment, materials, products, shop drawings, and procedures required to be reviewed for conformance with the drawings and specifications prior to manufacturing/installation. The Final Design Package shall have all required quality control (QC) and design reviews completed and resolved as necessary; final specifications shall be reconciled against the quantities and approved final drawings.

DESIGN-BUILD TEAM shall submit 100% Design Package to OCTA for review and comments. DESIGN-BUILD TEAM shall allow OCTA a minimum of seven (7) calendar days to review and provide review comments. DESIGN-BUILD TEAM shall address all comments and resubmit for approval the Final Design Package ready for construction within seven (7) calendar days upon receipt of OCTA's comments.

Deliverables:

- 100% Design Package – PDF file distribution via email and/or approved electronic shared folder.
- 100% Design Drawings (full-size) – One (1) hard copy
- 100% Design Drawings (half-size) – Three (3) hard copies
- 100% Design Specifications – Two (2) hard copies.

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### 3.5. All Other Work

All Other Work related to Task 3: Architectural & Engineering Design that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 3.1 through Task 3.4 of this Scope of Work.

- All Other Work, related to Task 3: Architectural & Engineering Design, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 3.5 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 4: Hydrogen Fueling Station Construction – Mobilization, Demolition, and Soil Compaction Grouting

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Mobilization, Demolition and Soil Compaction Grouting are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 4 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 4.1. Site Coordination and Mobilization

Prior to start of construction, DESIGN-BUILD TEAM shall obtain construction permits and all other permits required by City of Garden Grove and other AHJ; DESIGN-BUILD TEAM shall provide OCTA with copies of all permits obtained, as required within Task 2.1 of this Scope of Work, prior to starting work covered by the permit.

Prior to start of construction at an area, DESIGN-BUILD TEAM shall coordinate with OCTA to ensure that the area is clear of obstructions that will prohibit construction.

- Any work related to clearing construction areas of obstructions, due to lack of coordination or late request/notice by DESIGN-BUILD TEAM, shall be the responsibility of DESIGN-BUILD TEAM; any request less than five (5) working days, provided to OCTA, are deemed as a late request.

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- All equipment, vehicles, storages, and debris required to be cleared from construction areas for a “broom-clean” condition, shall be removed by OCTA if requested by DESIGN-BUILD TEAM in a timely manner.
    - DESIGN-BUILD TEAM shall ensure that all vehicles using a construction area have been removed and all rights of others to this area extinguished, prior to construction at this area.
- DESIGN-BUILD TEAM shall remove any and all existing aboveground improvements within construction areas, which constitute as an obstruction, leaving these areas in an unobstructed condition. DESIGN-BUILD TEAM shall determine if there are any existing underground equipment or other obstructions within construction areas. Existing aboveground and underground improvements that are approved for removal shall be removed by DESIGN-BUILD TEAM, as required within Task 4 of this Scope of Work.
    - If not clearly defined herein this Scope of Work and/or Attachment A: Project Preliminary Plans, DESIGN-BUILD TEAM shall confirm with OCTA in writing removal of existing improvements; if DESIGN-BUILD TEAM removes an existing improvement without OCTA’s written approval, such improvement can be subject of replacement by DESIGN-BUILD TEAM at no additional cost to OCTA.

DESIGN-BUILD TEAM shall coordinate and comply with OCTA’s requirements for critical operating areas, including but not limited to: pedestrian and vehicular access routes, maintenance access, loading areas, that shall be maintained during construction. Permitted locations to stage and store materials shall be coordinated with OCTA and approval shall be obtained in writing. DESIGN-BUILD TEAM shall indicate how access to the site shall be maintained without impacting normal bus maintenance and/or operations.

- DESIGN-BUILD TEAM shall restore all temporary staging areas to original condition prior to completion of the PROJECT.

DESIGN-BUILD TEAM shall provide personnel, equipment, temporary facilities, construction materials, tools, and supplies at the construction site at the time they are scheduled to be required. DESIGN-BUILD TEAM shall locate equipment appropriately close to the area of construction for which it will be used.

- DESIGN-BUILD TEAM shall provide temporary fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage during construction; barricades and other types of alternative protective barriers are not permitted, unless approved in writing by OCTA.

DESIGN-BUILD TEAM shall install pollution control and/or erosion control features required by permits for construction. These features shall be maintained throughout the duration of construction and removed at completion of construction.

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At completion of construction, DESIGN-BUILD TEAM shall demobilize by removing all equipment, temporary facilities, construction tools, apparatus, equipment, unused materials and supplies, and personnel from the construction site; DESIGN-BUILD TEAM shall leave the worksite in a clean and satisfactory condition as approved by OCTA.

## 4.2. Demolition

DESIGN-BUILD TEAM shall perform all demolition, removal, and related work required to allow delivery of a completed PROJECT.

DESIGN-BUILD TEAM shall perform demolition work along the northern property line related to existing masonry wall, sliding gate, and related items, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall perform demolition work related to existing concrete pavements, existing concrete flatwork, existing light poles, and related items, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall perform legal disposal/removal work related to all construction and demolition debris, as described herein this Scope of Work.

## 4.3. Soil Compaction Grouting

DESIGN-BUILD TEAM shall deliver soil compaction grouting and related work, in compliance with Attachment B: Project Geotechnical Report requirements and recommendations.

## 4.4. All Other Work

All Other Work related to Task 4: Hydrogen Fueling Station Construction – Mobilization, Demolition, and Soil Compaction Grouting that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 4.1 through Task 4.3 of this Scope of Work.

- All Other Work, related to Task 4: Hydrogen Fueling Station Construction – Mobilization, Demolition, and Soil Compaction Grouting, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 4.4 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 5: Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 5 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

SCE-furnished Dedicated Electrical Power Feed and Service Equipment

A dedicated 12kV primary electrical power feed and service equipment, consisting of a new transformer, a new PME switch, and related items, will be furnished by SCE and provide dedicated electrical power feed/service for the hydrogen fueling station.

- The hydrogen fueling station intends to utilize SCE's Rule 16 electrical service option, as required within Task 2.1 of this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install all work, outside of SCE's scope of work required per SCE's Rule 16, related to construction of electrical service, to provide dedicated electrical service for the hydrogen fueling station.

### 5.1. Meter Switchboard

DESIGN-BUILD TEAM shall furnish and install a dedicated SCE-compliant meter switchboard with transformer and panelboard, and related items to support the hydrogen fueling station, as described herein this Scope of Work.

### 5.2. Standby Generator with Automatic Transfer Switch

DESIGN-BUILD TEAM shall furnish and install a diesel-powered standby generator with automatic transfer switch, and related items to serve backup power for the hydrogen fueling station, as described herein this Scope of Work.

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### 5.3. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/ wiring, grounding, and related items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will allow for fully operational equipment/systems associated with dedicated electrical power feed and electrical service equipment, as required herein Task 5 of this Scope of Work.

### 5.4. Earthwork

DESIGN-BUILD TEAM shall perform all earthwork and related work associated with dedicated electrical power feed and electrical service equipment, as required herein Task 5 of this Scope of Work; earthwork shall include excavation/trenching, grading, backfill, and all other related work.

### 5.5. Concrete Placement

DESIGN-BUILD TEAM shall perform all concrete placement and related work associated with dedicated electrical power feed and electrical service equipment, as required herein Task 5 of this Scope of Work.

DESIGN-BUILD TEAM shall construct new concrete related to equipment footings/foundations or pads to support and level up electrical service equipment, and related items, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall construct new concrete related to pavements, resulting from utility trenching and other work, as described herein this Scope of Work.

### 5.6. All Other Work

All Other Work related to Task 5: Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 5.1 through Task 5.5 of this Scope of Work.

- All Other Work, related to Task 5: Hydrogen Fueling Station Construction – Dedicated Electrical Power Feed and Electrical Service Equipment, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 5.6 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 6: Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 6 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 6.1. Liquid Hydrogen Storage Tank

DESIGN-BUILD TEAM shall furnish and install a 25,000-gallon liquid hydrogen storage tank and related items, within designated hydrogen storage equipment area, as described herein this Scope of Work. DESIGN-BUILD TEAM shall furnish and install tank service platform and related items, related to the liquid hydrogen storage tank, as described herein this Scope of Work.

### 6.2. Hydrogen Fuel Dispensers

DESIGN-BUILD TEAM shall furnish and install two (2) hydrogen fuel dispensers with fueling nozzle and related items, within the fuel building as described herein this Scope of Work.

### 6.3. Piping Bundles and Hydrogen Storage and Fueling Equipment Piping

DESIGN-BUILD TEAM shall furnish and install piping bundles and related items, from the hydrogen storage equipment area associated with liquid hydrogen storage tank to the fuel building, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install hydrogen storage and fueling equipment piping and related items, to allow for fully operational hydrogen fueling station, as described herein this Scope of Work.

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## 6.4. All Other Hydrogen Storage and Fueling Equipment

DESIGN-BUILD TEAM shall furnish and install all other hydrogen equipment and components required for the turnkey code-compliant Hydrogen Fueling Station, as described herein this Scope of Work; other hydrogen equipment and components may include but not limited to pumps/compressors, vaporizers, gaseous storage vessels, priority control unit/valve panel, control and power container, inert gas/ nitrogen purge tank, precooling system.

## 6.5. Defueling Area

DESIGN-BUILD TEAM shall provide a designated defueling area, to defuel hydrogen from a FCEB without directly venting to the atmosphere, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install defueling hose, nozzle panel, vent stack, pressure regulator, and related items, within the defueling area, as described herein this Scope of Work.

## 6.6. Mobile Hydrogen Fueling Trailer Area

DESIGN-BUILD TEAM shall provide a designated mobile hydrogen fueling trailer area, a space capable of supporting mobile hydrogen fueling trailers, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install a NEMA 3R electrical cabinet with power service, receptacle, grounding terminal, power cord, and related items, within the mobile hydrogen fueling trailer area, as described herein this Scope of Work.

## 6.7. Data Communications

DESIGN-BUILD TEAM shall furnish and install all required items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will facilitate new data/internet service to support and allow for fully operational equipment/systems associated with hydrogen storage and fueling equipment, as required herein Task 6 of this Scope of Work.

DESIGN-BUILD TEAM shall furnish, install, and integrate Fleetwatch system and related items, to collect fueling data for each hydrogen fuel dispenser at the fuel building, as described herein this Scope of Work.

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DESIGN-BUILD TEAM shall furnish, install, and integrate data communication system and related items, to provide a means for remote monitoring of fueling system operation, as described herein this Scope of Work.

### 6.8. All Other Utility Infrastructure, Utility Piping, Conduits, and Conductors/ Wirings

DESIGN-BUILD TEAM shall furnish and install all other utility infrastructure and related items, to provide necessary utility service(s) for the hydrogen fueling station, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install all required utility piping, conduits, conductors/wiring, grounding, and related items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will allow for fully operational equipment/systems associated with hydrogen storage and fueling equipment, as required herein Task 6 of this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install service water hose bibs with hose and related items, to support the hydrogen storage equipment area and to support the defueling and mobile hydrogen fueling trailer areas, as described herein this Scope of Work.

### 6.9. Earthwork

DESIGN-BUILD TEAM shall perform all earthwork and related work associated with hydrogen storage and fueling equipment, as required herein Task 6 of this Scope of Work.

### 6.10. Concrete Placement

DESIGN-BUILD TEAM shall perform all concrete placement and related work associated with hydrogen storage and fueling equipment, as required herein Task 6 of this Scope of Work.

DESIGN-BUILD TEAM shall construct new concrete related equipment footings/foundations or pads to support and level up hydrogen storage and fueling equipment, and related items, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall construct new concrete related to pavements and flatwork, resulting from utility trenching and other work, as described herein this Scope of Work.

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### 6.11. All Other Work

All Other Work related to Task 6: Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 6.1 through Task 6.10 of this Scope of Work.

- All Other Work, related to Task 6: Hydrogen Fueling Station Construction – Hydrogen Storage and Fueling Equipment, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 6.11 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 7: Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 7 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 7.1. Masonry Walls

DESIGN-BUILD TEAM shall construct a fire-rated masonry wall and related items, along the northern property line and adjacent to the electrical equipment area, the hydrogen storage equipment area, the defueling area, and the mobile hydrogen fueling trailer area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall construct a fire-rated masonry wall and related items, between the electrical equipment area and the hydrogen storage equipment area, and along the southern perimeter of electrical equipment area, as described herein this Scope of Work.

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## 7.2. Elevated Concrete Slab

DESIGN-BUILD TEAM shall construct new concrete related to elevated slab related to the hydrogen storage equipment area and the electrical equipment area, as described herein this Scope of Work. DESIGN-BUILD TEAM shall construct in-slab drainage gutter system and related items, as described herein this Scope of Work.

## 7.3. Fencing and Sliding Gates

DESIGN-BUILD TEAM shall furnish and install fencing, sliding gates with a lock and key system, and related items, to enclose the hydrogen storage equipment areas, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install fencing, sliding gate with a lock and key system, and related items, to enclose the electrical equipment area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install sliding gate and related items, as a replacement gate along the northern property line, as described herein this Scope of Work.

## 7.4. Safety Bollards

DESIGN-BUILD TEAM shall furnish and install safety bollards and related items, to secure the hydrogen storage equipment areas, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install safety bollards and related items, to secure the electrical equipment area, as described herein this Scope of Work.

## 7.5. Earthwork

DESIGN-BUILD TEAM shall perform all earthwork and related work associated with masonry walls, elevated concrete slab, fencing, sliding gates, and safety bollards, as required herein Task 7 of this Scope of Work; earthwork shall include excavation, trenching, grading, backfill, import, export, and all other related work.

## 7.6. Concrete Placement

DESIGN-BUILD TEAM shall perform all concrete placement and related work associated with masonry walls, fencing, sliding gates, and safety bollards, as required herein Task 7 of this Scope of Work.

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DESIGN-BUILD TEAM shall construct new concrete related to foundations for the support of masonry walls, fencing, sliding gates, safety bollards, and related items, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall construct new asphaltic concrete patchwork related to the new fire-rated masonry wall along the northern property line, as described herein this Scope of Work.

### 7.7. All Other Work

All Other Work related to Task 7: Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 7.1 through Task 7.6 of this Scope of Work.

- All Other Work, related to Task 7: Hydrogen Fueling Station Construction – Masonry Walls, Elevated Concrete Slab, Fencing, Sliding Gates, and Safety Bollards, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 7.7 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 8: Hydrogen Fueling Station Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – LED Area Lighting, VSS Cameras, Signage, Paint Striping and Markings are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 8 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – LED Area Lighting, VSS Cameras, Signage, Paint Striping and Markings that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 8.1. LED Area Lighting

DESIGN-BUILD TEAM shall furnish and install new explosion-proof LED area lighting and related items, to support the hydrogen storage equipment areas and defueling area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof LED area lighting and related items, to support the electrical equipment area, as described herein this Scope of Work.

## 8.2. Video Surveillance System (VSS) Cameras

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and related items, to oversee the hydrogen storage equipment areas and defueling area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and related items, to oversee the electrical equipment area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install new explosion-proof VSS cameras and related items, to oversee the maintenance platform area, as described herein this Scope of Work.

## 8.3. Signage

DESIGN-BUILD TEAM shall furnish and install safety and warning signs, and related items, to provide caution of appropriate hazards at hydrogen fueling station areas, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install safety and warning signs, and related items, to provide caution of appropriate hazards at the electrical equipment area, as described herein this Scope of Work.

## 8.4. Paint Striping and Markings

DESIGN-BUILD TEAM shall furnish and apply paint and related items, to delineate areas with striping and markings at the hydrogen fueling station areas and related electrical equipment area, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and apply paint and related items, to provide painted perimeter and edges of elevated work surfaces for safety purposes at the hydrogen fueling station areas and related electrical equipment area, as described herein this Scope of Work

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## 8.5. Data Communications

DESIGN-BUILD TEAM shall furnish and install all required items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will facilitate new data/internet service to support and allow for fully operational equipment/systems associated with VSS cameras, as required herein Task 8 of this Scope of Work.

## 8.6. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/ wiring, grounding, and related items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will allow for fully operational equipment/systems associated with LED area lighting and VSS cameras, as required herein Task 8 of this Scope of Work.

## 8.7. Earthwork

DESIGN-BUILD TEAM shall perform all earthwork and related work associated with LED area lighting, as required herein Task 8 of this Scope of Work; earthwork shall include excavation/trenching, backfill, and all other related work.

## 8.8. Concrete Placement

DESIGN-BUILD TEAM shall perform all concrete placement and related work associated with LED area lighting, as required herein Task 8 of this Scope of Work.

DESIGN-BUILD TEAM shall construct new concrete related to foundations for the support LED area lighting and related items, as described herein this Scope of Work.

## 8.9. All Other Work

All Other Work related to Task 8: Hydrogen Fueling Station Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 8.1 through Task 8.8 of this Scope of Work.

- All Other Work, related to Task 8: Hydrogen Fueling Station Construction – LED Area Lighting, VSS Cameras, Signage, Paint Striping and Markings, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 8.9 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 9: Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 9 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 9.1. Hydrogen Detection Systems

DESIGN-BUILD TEAM shall furnish, install, and integrate new hydrogen detection systems and related items, to accommodate the use of the hydrogen fueling station and FCEBs, as described herein this Scope of Work.

- DESIGN-BUILD TEAM shall furnish and install new hydrogen gas detectors and hydrogen flame detectors, and related items, at the hydrogen fueling station areas.
- In addition to new hydrogen gas detectors and hydrogen flame detectors, DESIGN-BUILD TEAM shall furnish and install new alarms, control panel, detection horn/strobe light assemblies, multi-color beacon light arrays for hydrogen fueling station areas and shall all be strategically located.
- DESIGN-BUILD TEAM shall integrate new hydrogen detection system with existing detection/alarm systems.

### 9.2. Emergency Shutdown Systems

DESIGN-BUILD TEAM shall furnish, install, and integrate new emergency shutdown (ESD) system and related items, to stop/restrict fueling operations when activated, as described herein this Scope of Work.

- DESIGN-BUILD TEAM shall furnish and install new ESD buttons and related items, at the hydrogen storage equipment area associated with liquid hydrogen storage tank.
- DESIGN-BUILD TEAM shall furnish, install, and integrate new ESD buttons, and related items, for the two (2) hydrogen fuel dispenser locations.

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- DESIGN-BUILD TEAM shall furnish and install new ESD panels and related items, at the supervisor's office (maintenance building) and at the fuel building.

### 9.3. Battery Backup Systems

DESIGN-BUILD TEAM shall furnish and install new battery backup system and related items, to furnish bridging power and avoid hydrogen fueling station alarm events during transition to standby generator power at time of grid power outages, for all required equipment and components associated with the hydrogen fueling station, as described herein this Scope of Work.

### 9.4. Data Communications

DESIGN-BUILD TEAM shall furnish and install all required items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will facilitate new data/internet service to support and allow for fully operational equipment/systems associated with hydrogen detection systems and emergency shutdown systems, as required herein Task 9 of this Scope of Work.

### 9.5. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/ wiring, grounding, and related items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will allow for fully operational equipment/systems associated with hydrogen detection systems, emergency shutdown systems, and battery backup systems, as required herein Task 9 of this Scope of Work.

### 9.6. All Other Work

All Other Work related to Task 9: Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 9.1 through Task 9.5 of this Scope of Work.

- All Other Work, related to Task 9: Hydrogen Fueling Station Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 9.6 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 10: Hydrogen Fueling Station Construction – Maintenance Platform

PROJECT information, requirements, and/or specifications related to Hydrogen Fueling Station Construction – Maintenance Platform are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

**DESIGN-BUILD TEAM shall review Task 10 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Hydrogen Fueling Station Construction – Maintenance Platform that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 10.1. Maintenance Platform

DESIGN-BUILD TEAM shall furnish and install a maintenance platform and related items, to allow access to bus rooftop for maintenance and inspection purposes within the maintenance building, as described herein this Scope of Work.

### 10.2. All Other Work

All Other Work related to Task 10: Hydrogen Fueling Station Construction – Maintenance Platform that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 10.1 of this Scope of Work.

- All Other Work, related to Task 10: Hydrogen Fueling Station Construction – Maintenance Platform, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 10.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 11: Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and, Signage

PROJECT information, requirements, and/or specifications related to Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and Signage are provided within Task 3: Architectural & Engineering Design of this Scope of Work and/or Attachment A: Project Preliminary Plans for reference.

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**DESIGN-BUILD TEAM shall review Task 11 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and Signage that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

## 11.1. Hydrogen Detection Systems

DESIGN-BUILD TEAM shall furnish, install, and integrate new hydrogen detection systems and related items, at the appropriate maintenance facilities due to introduction of hydrogen system, as described herein this Scope of Work.

- DESIGN-BUILD TEAM shall furnish, install, and integrate new hydrogen detection systems including hydrogen gas detectors, hydrogen flame detectors, alarms, control panel, detection horn/strobe light assemblies, multi-color beacon light arrays, and related items.
- DESIGN-BUILD TEAM shall integrate new hydrogen detection system with existing detection/alarm systems.

DESIGN-BUILD TEAM shall furnish, install, and integrate early warning systems (hydrogen detection system) and related items, at the maintenance building to scan temperature of bus roof for excessive heat and/or detect lithium off-gassing, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install all materials related to any required upgrades/modification to existing electrical service, as a result of new hydrogen detection systems related facility modifications.

## 11.2. Emergency Shutdown Systems

DESIGN-BUILD TEAM shall furnish, install, and integrate new ESD system and related items, at the appropriate maintenance facilities due to introduction of hydrogen system, as described herein this Scope of Work.

- DESIGN-BUILD TEAM shall furnish, install, and integrate new ESD buttons and related items with existing ESD system.
- DESIGN-BUILD TEAM shall integrate new ESD panels and related items, to control and monitor new and existing ESD system, at the supervisor’s office (maintenance building) and at the fuel building.

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DESIGN-BUILD TEAM shall furnish and install all materials related to any required upgrades/modification to existing electrical service, as a result of ESD systems related facility modifications.

### 11.3. Battery Backup Systems

DESIGN-BUILD TEAM shall furnish and install new battery backup system and related items, to furnish bridging power and avoid hydrogen fueling station alarm events during transition to standby generator power at time of grid power outages, for all required equipment and components at the appropriate maintenance facilities, as described herein this Scope of Work.

### 11.4. Ventilation Systems

DESIGN-BUILD TEAM shall furnish and install all materials related to any required upgrades/modification to existing ventilation systems at the appropriate maintenance facilities due to introduction of hydrogen system, as described herein this Scope of Work.

### 11.5. LED Area Lighting

Where affected by introduction of hydrogen system, DESIGN-BUILD TEAM shall remove existing non-explosion-proof area lighting and/or related items; furnish and install new explosion-proof LED area lighting and related items, at the appropriate maintenance facilities, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install all materials related to any required upgrades/modification to existing electrical service, as a result of LED area lighting related facility modifications this Scope of Work.

### 11.6. Video Surveillance System (VSS) Cameras

Where affected by introduction of hydrogen system, DESIGN-BUILD TEAM shall remove existing non-explosion-proof VSS cameras and/or related items; furnish and install new explosion-proof VSS cameras and related items, at Garden Grove Bus Base, as described herein this Scope of Work.

DESIGN-BUILD TEAM shall furnish and install all materials related to any required upgrades/modification to existing electrical service, as a result of VSS cameras related facility modifications this Scope of Work.

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### 11.7. Signage

DESIGN-BUILD TEAM shall furnish and install safety and warning signs, and related items, to provide caution of appropriate hazards at the appropriate maintenance facilities due to introduction of hydrogen system, as described herein this Scope of Work.

### 11.8. Data Communications

DESIGN-BUILD TEAM shall furnish and install all required items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will facilitate new data/internet service to support and allow for fully operational equipment/systems associated with hydrogen detection systems, emergency shutdown systems, and VSS cameras, as required herein Task 11 of this Scope of Work.

### 11.9. Conduits and Conductors/Wirings

DESIGN-BUILD TEAM shall furnish and install all required conduits, conductors/ wiring, grounding, and related items, as described herein this Scope of Work. DESIGN-BUILD TEAM shall include all required work that will allow for fully operational equipment/systems associated with hydrogen detection systems, emergency shutdown systems, and battery backup systems, LED area lighting, and VSS cameras, as required herein Task 11 of this Scope of Work.

### 11.10. All Other Work

All Other Work related to Task 11: Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and Signage that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 11.1 through Task 11.9 of this Scope of Work.

- All Other Work, related to Task 11: Facility Modifications – Hydrogen Detection Systems, Emergency Shutdown Systems, Battery Backup Systems, Ventilation Systems, LED Area Lighting, VSS Cameras, and Signage, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 11.10 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 12: Inspections, Tests, Startup and Commissioning

**DESIGN-BUILD TEAM shall review Task 12 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Inspections, Tests, Startup and Commissioning that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 12.1. Inspections and Tests, prior to or during Startup and Commissioning

DESIGN-BUILD TEAM shall provide evidence that PROJECT requirements, as described herein and other applicable documents, have been met to the satisfaction of all appropriate AHJ and OCTA. DESIGN-BUILD TEAM shall coordinate and ensure that all inspections and tests are performed to determine that PROJECT is in compliance with requirements. DESIGN-BUILD TEAM shall secure appropriate documentation for all inspections and tests performed, and provide OCTA with copies of all inspections and tests documentation, as required for acceptance of PROJECT. DESIGN-BUILD TEAM shall pay for all inspections and tests, and related documentations, required to deliver a turnkey code-compliant PROJECT.

Inspections and tests shall be based on recommendations by OCTA, DESIGN-BUILD TEAM, manufacturer and vendor of PROJECT equipment/components and systems, and inspections and tests specified herein. Neither inspections, witnessing of tests, nor waiving of any such procedure by OCTA shall release DESIGN-BUILD TEAM or PROJECT related manufacturers and vendors from full responsibility for compliance with equipment, materials and functional requirements according to specifications.

DESIGN-BUILD TEAM shall test all equipment/components and systems, including but not limited to liquid hydrogen storage tank, hydrogen fuel dispensers, pumps/compressors, vaporizers, gaseous storage vessels, control systems, and high-pressure lines, hydrogen detection systems, emergency shutdown systems. Equipment operation, systems operation, and hydrogen fueling station calibration shall be tested and adjusted by DESIGN-BUILD TEAM.

Piping/Tubing Testing and Inspections

Inspections and testing related to hydrogen piping/tubing shall be in accordance with ANSI/ASME B31.3. DESIGN-BUILD TEAM shall retain a qualified third-party

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testing firm to perform all testing required under ANSI/ASME B31.3, which shall include but not limited to pressure testing and leak testing.

Inspections and quality control shall be provided to ensure that interior sections of hydrogen piping/tubing are thoroughly cleaned out, purged, and/or deburred prior to startup and commissioning; such as measures are to be taken to prevent piping contaminants from damaging hydrogen equipment or FCEBs.

Deliverables:

- Test Results/Documentation – PDF file distribution via email.
- Inspection Reports/Documentation – PDF file distribution via email.

Purity Testing

DESIGN-BUILD TEAM shall conduct fuel purity testing during the commissioning phase of the PROJECT and prior to filling any of OCTA's FCEBs, in order to ensure that the fuel meets quality standards. Purity testing shall check for particulates, CO, and hydration levels, as well as other contaminants; additional tests are required following any repairs that have the potential of introducing contaminants to the closed system. Fuel quality shall meet SAE J2719 fuel quality standard for hydrogen.

Deliverables:

- Test Results/Documentation – PDF file distribution via email.

## 12.2. Startup and Commissioning

DESIGN-BUILD TEAM shall be responsible for organizing and coordinating startup and commissioning activities related to the hydrogen fueling station. Commissioning shall confirm that the hydrogen fueling station meets fueling performance, as described herein.

- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are each capable of fueling a FCEB (fuel cell electric buses), with a required fill quantity of 30 kg, under 10 minutes; additionally, each installed dispenser shall demonstrate capability of fueling FCEBs in back-to-back rapid succession during an 8-hour time window.
- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are capable of fueling separate FCEBs simultaneously, without an operating hydrogen fuel dispenser compromising the fueling performance of another operating hydrogen fuel dispenser.

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- Commissioning and related testing shall demonstrate that the installed hydrogen fuel dispensers are calibrated to record quantity of fuel dispensed to within plus or minus three percent (+/- 3%) accuracy or better.
- Commissioning and related testing shall demonstrate the successful operation of all data monitoring services, emergency shutdown system, and any other related items. OCTA personnel may observe any testing in progress.

Commissioning Plan

DESIGN-BUILD TEAM shall prepare and provide OCTA with a detailed Commissioning Plan for the hydrogen fueling station, which at a minimum shall identify the steps, tasks, responsibilities, and schedule of entire commissioning process of the hydrogen fueling station. DESIGN-BUILD TEAM shall include in the Commissioning Plan a list of activities to be performed by a third-party vendor during installation that would require technical support, and provide details on DESIGN-BUILD TEAM's approach on providing technical support for these activities.

A Draft Commissioning Plan shall be submitted to OCTA for review and comments at least sixty (60) calendar days prior to startup and commissioning process. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process; DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised Final Commissioning Plan within seven (7) calendar days from receipt of OCTA comments.

Deliverables:

- Draft Commissioning Plan – PDF file distribution via email.
- Final Commissioning Plan – PDF file distribution via email and two (2) hard copies.

Commissioning Daily Field Reports and Logs

DESIGN-BUILD TEAM shall submit written Daily Field Reports and Logs to OCTA during commissioning of the hydrogen fueling station, which at a minimum shall include the following:

- PROJECT Name
- Date, Field Staff's Name and Signature
- Description of Activities Performed and Status of Activities
- Start time and end time of activities performed
- Listing of all Incidents and Unusual System Performance Issues, if any
- Subsequent Actions Taken/Performed to Address Incidents and Unusual System Performance Issues, if any

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Deliverables:

- Commissioning Daily Field Reports and Logs – PDF file distribution via email and one (1) hard copy per day.

### 12.3. All Other Work

All Other Work related to Task 12: Inspections, Tests, Startup and Commissioning that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 12.1 and Task 12.2 of this Scope of Work.

- All Other Work, related to Task 12: Inspections, Tests, Startup and Commissioning, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 12.3 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 13: Training – Safety, Operations, and First Responder

**DESIGN-BUILD TEAM shall review Task 13 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Training – Safety, Operations, and First Responder that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 13.1. Training – Safety, Operations, and First Responder

DESIGN-BUILD TEAM shall be responsible for organizing and coordinating training courses, to ensure that all relevant OCTA staff and local first responders are fully trained on all safety systems, and the safe and successful operations of the hydrogen fueling station. DESIGN-BUILD TEAM shall conduct several training courses over a four-week period, which shall include a minimum of 40 hours of training, unless otherwise agreed upon by OCTA and DESIGN-BUILD TEAM. All necessary materials and equipment to facilitate the training courses shall be provided by DESIGN-BUILD TEAM. The following training courses shall be provided by DESIGN-BUILD TEAM:

- Operations Training
- Safety Training
- First Responder Training

DESIGN-BUILD TEAM shall serve as the system expert and shall provide training and certification to OCTA staff in compliance with Cal/OSHA §5189(g).

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Training courses shall be provided in both classroom setting and hands-on/field setting. Training courses shall include but not limited to the following:

- Equipment specific training/exercises.
- Use of hydrogen fuel dispensers with fuel management systems.
- Manual and automatic operation of pumps/compressors, all other applicable hydrogen equipment, electrical switchboard, control unit/valve panel, hydrogen detection systems; to include all shutdowns, indicator lights, alarms, and resets, as needed.
- Defueling operation.
- Emergency shutdown systems operation.
- Emergency response to address hydrogen leaking, hydrogen equipment malfunction, or other potential emergency related to the hydrogen fueling station; such training shall be provided and coordinated with first responders.

The training course instructor shall be capable of training approximately 10 course attendees simultaneously in each course.

DESIGN-BUILD TEAM shall provide OCTA with two (2) 4-hour refresher training courses; a refresher training course shall be coordinated and provided approximately nine (9) months after completion of initial training courses, and the other refresher training course shall be coordinated and provided within sixty (60) calendar days before end of training and transition period, as described herein.

Training Plan

DESIGN-BUILD TEAM shall prepare and provide a Training Plan, which shall outline the following details: description of training courses, training course length, recommended attendees and timing.

A Draft Training Plan shall be submitted to OCTA for review and comments at least sixty (60) calendar days prior to startup and commissioning process. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process; DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised Final Training Plan within seven (7) calendar days from receipt of OCTA comments. Based on recommendations from the Final Training Plan, DESIGN-BUILD TEAM shall schedule training courses' time and location, after coordinating availability of all required parties.

Deliverables:

- Draft Training Plan – PDF file distribution via email.
- Final Training Plan – PDF file distribution via email and one (1) hard copy.

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Training Manual

DESIGN-BUILD TEAM shall prepare and provide copies of Training Manual consisting of training course materials, to be utilized as a reference by attendees of training courses. DESIGN-BUILD TEAM shall provide at a minimum twenty-five (25) bound copies of Training Manual, which shall be distributed during the training courses.

DESIGN-BUILD TEAM shall electronically submit Training Manual to OCTA, at least seventy (7) calendar days prior to the initial training course.

Deliverables:

- Training Manual – PDF file distribution via email and hard copies per requirement.

Quick Reference Guide of Emergency Response Plan

DESIGN-BUILD TEAM shall prepare and submit an Emergency Response Plan (ERP), as required in Task 2.3 of this Scope of Work. DESIGN-BUILD TEAM shall prepare and provide copies of a quick reference guide related to the approved ERP, with the intent of distributing to first responders to place in their trucks/engines; the guide shall include a map showing the location of all hydrogen storage and fueling equipment, visual and audible alarms, and emergency shutdown systems, as well as the distances to these equipment from the entry driveway and nearby structures. DESIGN-BUILD TEAM shall provide at a minimum five (5) hard copies of Quick Reference Guide of ERP, which shall be distributed during the training courses.

DESIGN-BUILD TEAM shall electronically submit the Quick Reference Guide of ERP to OCTA, at least seventy (7) calendar days prior to the initial training course.

Deliverables:

- Quick Reference Guide of ERP – PDF file distribution via email.

## 13.2. All Other Work

All Other Work related to Task 13: Training – Safety, Operations, and First Responder that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 13.1 of this Scope of Work.

- All Other Work, related to Task 13: Training – Safety, Operations, and First Responder, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 13.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

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## Task 14: Back-to-Back Performance Testing and Performance Data

**DESIGN-BUILD TEAM shall review Task 14 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Back-to-Back Performance Testing and Performance Data that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 14.1. Back-to-Back Performance Testing

DESIGN-BUILD TEAM shall conduct Back-to-Back Performance Testing no later than thirty (30) calendar days after the hydrogen fueling station is fully commissioned. DESIGN-BUILD TEAM shall provide OCTA with advance notice of Back-to-Back Performance Testing activities to minimize disruptions to normal bus maintenance and/or operations.

Back-to-Back Performance Testing shall demonstrate the hydrogen fueling station's ability to refuel Fuel Cell Electric Buses (FCEBs) with the following testing criteria and requirements:

- Testing duration shall be performed for approx. 2 hours (or 120 minutes).
- Two (2) hydrogen fuel dispensers shall be utilized simultaneously during testing.
- Eighteen (18) FCEBs shall be utilized during testing.
- Each FCEB shall be refueled under 10 minutes.
- Each FCEB shall be refueled with a fill quantity of 30 kg (or demonstrate an average fill rate of 3.0 kg/min or greater).
- A minimum of 95% SOC of each FCEB at settled pressure shall be achieved.
- Nine (9) FCEBs shall be refueled back-to-back in rapid succession by one (1) hydrogen fuel dispenser, within the approx. 2-hour time window.

Back-to-Back Performance Testing shall also include activation and demonstration of all safety shutdown systems and demonstration that data monitoring system(s) are operating and accurately capturing required data. DESIGN-BUILD TEAM shall allow OCTA unimpeded access to all data from the Back-to-Back Performance Testing. DESIGN-BUILD TEAM shall provide a Back-to-Back Performance Testing Report within seven (7) calendar days of performance testing completion. Back-to-Back Performance Testing Report at a minimum shall include the following:

- Summary of test plan and any deviations

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- Summary table of each fill event with:
  - PROJECT Name
  - Name and Signature of Representative Performing Test
  - FCEB Identification
  - Start/Stop Date-Time
  - Start/Stop Hose Pressure
  - Start/Stop Hose Temperature
  - Start/Stop Tank Pressure
  - Start/Stop Storage Bank Pressures
  - End of Fill SOC
  - Fill Quantity (kg dispensed)
  - Station Energy Consumption
  - Mean Ambient Temperature
  - Any alarms/faults encountered listed for each fill
- End of fill SOC calculation details
- Any root cause analysis required if test not passed

Deliverables:

- Back-to-Back Performance Testing Report – PDF file distribution via email.

### 14.2. Performance Data

DESIGN-BUILD TEAM shall provide OCTA with fueling data and information to help evaluate the hydrogen fueling station performance on a continuous basis, which shall begin from the date hydrogen fueling station is fully commissioned and end on the date training and transition period of 18 months concludes, as described herein.

- OCTA uses an industry standard system (Fleetwatch) to collect fueling data on each bus, as the bus is fueled and serviced; DESIGN-BUILD TEAM shall integrate the hydrogen fuel dispensers and the Fleetwatch system, as required within Tasks 3 and 6.7 of this Scope of Work.
- DESIGN-BUILD TEAM shall provide OCTA with a log template consisting of performance metrics that will be utilized by DESIGN-BUILD TEAM to log fueling activities and related data, which will be compared with data obtained from the Fleetwatch system.
- DESIGN-BUILD TEAM shall provide OCTA with a log template that will be utilized by DESIGN-BUILD TEAM to record/track information related to evaluation of the hydrogen fueling station performance, including hydrogen fueling station incidents and status.
- DESIGN-BUILD TEAM shall provide OCTA with templates for Daily Reports, Weekly Summary Reports, and Monthly Summary Reports that shall exhibit performance data on a regular basis.

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- Logs and reporting templates provided shall be reviewed and approved by OCTA prior to utilization. Logs and reporting templates shall be submitted to OCTA for review and comments at least seven (7) calendar days prior to startup and commissioning process.
- DESIGN-BUILD TEAM shall provide at a minimum the following requirements related to performance metrics, data collection frequency, and reporting:
    - Hydrogen Fuel Dispensing Operations – Daily information/data shall be collected for each fueled FCEB, and shall be presented within Daily Reports and Monthly Summary Reports, using the following metrics:
        - PROJECT Name
        - Fueler's Name and Signature
        - FCEB Identification
        - Start/Stop Date-Time
        - Start/Stop Hose Pressure
        - Start/Stop Hose Temperature
        - Start/Stop Tank Pressure
        - Start/Stop Storage Bank Pressures
        - End of Fill SOC
        - Fill Quantity (kg dispensed)
        - Mean Ambient Temperature
        - Any alarms/faults encountered listed for each fill
    - Energy Consumption – Daily information/data related to energy consumption shall be collected, and shall be presented within Daily Reports and Monthly Summary Reports, for the following items:
        - Hydrogen Fueling Station (kWh)
        - Hydrogen Fuel Dispensers (kWh/kg)
        - Pumps/compressors (kWh/kg)
    - Fuel Delivery – Information/data shall be collected for every fuel delivery, and shall be presented within Daily Reports, Weekly Summary Reports, and Monthly Summary Report, using the following metrics:
        - Quantity of Fuel Delivered (kg)
        - Cost of Fuel Delivered
    - Hydrogen Fueling Station Incidents and Status – Information/data related to random/irregular hydrogen fueling station incidents and status, shall be presented within Daily Reports and Monthly Summary Report; Information/data that includes but not limited to description, start/stop date-time, action taken, fueling disruption (yes or no), reporter name and signature shall be collected for the following hydrogen fueling station incidents and status:

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        - Availability – Hours Station is available to fill, with required 95% minimum SOC at settled pressure
        - Unavailability – Hours Station is not available to fill
        - Equipment Repairs or Maintenance – Scheduled or Unscheduled
        - Safety Incidents
        - Unusual System Performance Issues
        - Power Issues
        - Other Incident/Issues
    - Fueling accuracy shall be within + or – 3% to effectively measure fuel dispensed, in order for OCTA to calculate vehicle fuel economy.

Deliverables:

- Log Templates – PDF file distribution via email.
- Report Templates – PDF file distribution via email.
- Daily, Weekly, and Monthly Performance Data Summary Reports – PDF file distribution via email.

### 14.3. All Other Work

All Other Work related to Task 14: Back-to-Back Performance Testing and Performance Data that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 14.1 and Task 14.2 of this Scope of Work.

- All Other Work, related to Task 14: Back-to-Back Performance Testing and Performance Data, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 14.3 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 15: Project Closeout Package

**DESIGN-BUILD TEAM shall review Task 15 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Project Closeout Package that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 15.1. Project Closeout Package

DESIGN-BUILD TEAM shall provide OCTA with complete Project Closeout Package, as described herein. The content of the Project Closeout Package shall

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be precise and accurate to final as-built conditions; at a minimum, package shall include the following:

- As-Built Drawings Package
- As-Built Specifications Package
- Shop Drawings Package
- Equipment Documentation
    - Product Data Sheets
    - General Arrangement Drawings
    - Foundation, Anchoring, and Lifting Plans/Procedures
    - Mechanical and Electrical Termination List and Diagrams
    - Operations and Maintenance Manual
- Emergency Response Plan (ERP)
- Hazardous Materials Management Plan and Hazardous Materials Inventory Statement
- Process Safety Management (PSM) Requirements Documentation
- Testing, Adjusting, and Balancing (TAB) Report for Ventilation System at Maintenance Facilities
- All Warranty Documentation
- QA/QC Documentation
    - All City of Garden Grove, Other AHJ, Deputy and Periodic Inspections related documents
    - Certificate of Compliance and Test Report Submittals – certificates and reports as specified, as required by manufacturers for warranty and guarantee purposes, and as required by AHJ
- Permit Sign-Off
    - Copy of Final City of Garden Grove Building Inspection Record Card
- Punch List
    - Completed and signed off

Project Closeout Package shall be reviewed and approved by OCTA for completeness, consistency, and content. PROJECT completion and acceptance shall include determination that DESIGN-BUILD TEAM has satisfied the following PROJECT requirements: startup and commissioning of the hydrogen fueling station, back-to-back performance testing, facility modifications related work, punch list, final cleanup, and approved project closeout package.

Deliverables:

- Draft Project Closeout Package – PDF file distribution via email and/or approved electronic shared folder.
- Final Project Closeout Package – PDF file distribution via email and/or approved electronic shared folder, and one (1) hard copy in addition to As-Built Drawings and Specifications requirements herein.

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As-Built Drawings, As-Built Specifications, and Design Calculations

DESIGN-BUILD TEAM shall prepare As-Built Drawings based on the information available after construction is completed. As-Built Information shall be assembled and placed on the Original Drawings by DESIGN-BUILD TEAM, as the final revision to the drawings. DESIGN-BUILD TEAM shall also assemble As-Built Specifications and Design Calculations.

DESIGN-BUILD TEAM shall submit a Draft As-Built Drawings, Specifications, and Design Calculations to OCTA for verification on the completeness. DESIGN-BUILD TEAM shall incorporate any changes required by OCTA into the Final As-Built Drawings, Specifications, and Design Calculations within seven (7) calendar days upon receipts of OCTA's comments.

As-Built Drawing files in AutoCAD, version 2018 or newer, DWG format with all X-ref files fully loaded, include all applicable plot files.

Deliverables:

- Draft As-Built Drawings – PDF file distribution via email and/or approved electronic shared folder.
- Final As-Built Drawings – PDF and native (AutoCAD) files distribution via email and/or approved electronic shared folder, one (1) hard copy of full-size drawings, and one (1) hard copy of half-size drawings.
- Draft As-Built Specifications – PDF file distribution via email and/or approved electronic shared folder.
- Final As-Built Specifications – PDF file distribution via email and/or approved electronic shared folder, and one (1) hard copy.
- Design Calculations – PDF file distribution via email and/or approved electronic shared folder.

Warranty

DESIGN-BUILD TEAM shall provide a minimum three-year warranty on all major equipment/components and systems of the PROJECT, including but not limited to liquid hydrogen storage tank, hydrogen fuel dispensers, pumps/compressors, vaporizers, gaseous storage vessels, hydrogen detection systems, emergency shutdown systems; warranty shall also apply to the entire hydrogen fueling station to ensure that it is able to fuel buses after commissioning.

Deliverables:

- All Warranty Documentation PDF file distribution via email and/or approved electronic shared folder, and two (2) hard copies.

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Punch List

DESIGN-BUILD TEAM shall request and coordinate an initial contract closeout review, not earlier than fourteen (14) days prior to anticipated substantial completion date. OCTA and DESIGN-BUILD TEAM shall conduct a walk-through of PROJECT, to physically observe installed/constructed work, materials, and equipment. OCTA shall prepare a Punch List as a result of physical observations, inspections and tests, performance demonstrations, and other related items. DESIGN-BUILD TEAM shall complete all items on the Punch List, and signed off by OCTA.

### 15.2. All Other Work

All Other Work related to Task 15: Project Closeout Package that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 15.1 of this Scope of Work.

- All Other Work, related to Task 15: Project Closeout Package, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 15.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 16: All Other Work

DESIGN-BUILD TEAM shall review entire Scope of Work, and shall determine work/services that have been excluded, if any, but is offered by DESIGN-BUILD TEAM; the extent of additional work to be offered shall be defined by DESIGN-BUILD TEAM within their technical proposal, and include pricing for such work within their price proposal.

All Other Work, that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 1 through Task 15 of this Scope of Work; DESIGN-BUILD TEAM shall define All Other Work that are offered by DESIGN-BUILD TEAM, if any, in their proposal and include the associated prices in their pricing proposal.

- All Other Work, as defined by DESIGN-BUILD TEAM in their proposal, that are offered by DESIGN-BUILD TEAM shall be amended to Task 16 of this Scope of Work, unless such work belongs within an existing task (within Task 1 through Task 15 of this Scope of Work) of which such work shall be amended to that appropriate task.

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## Task 17: Operations during Training and Transition Period

**DESIGN-BUILD TEAM shall review Task 17 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Operations during Training and Transition Period that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 17.1. Operations during Training and Transition Period

DESIGN-BUILD TEAM shall provide services related to hydrogen fueling station operations during a training and transition period of 18 months after completion and acceptance of the PROJECT.

DESIGN-BUILD TEAM shall provide OCTA with response protocols for any emergency situations that may occur during operations services of the hydrogen fueling station, which shall be incorporated into the Emergency Response Plan, as required within Task 2.3 of this Scope of Work.

Operations Services Plan

DESIGN-BUILD TEAM shall provide OCTA with an Operations Services Plan that will describe in detail their services, including response times, to minimize the downtime of the hydrogen fueling station for both scheduled and unscheduled preventative maintenance, repairs, and related services; DESIGN-BUILD TEAM shall include the following parameters within their Operations Services Plan:

- DESIGN-BUILD TEAM is expected to be available to receive reports of malfunction 24 hours a day, every day of the year.
- In the event of a malfunctioning equipment/component or system related to hydrogen fueling station, DESIGN-BUILD TEAM must respond and have qualified personnel (representative of the original equipment manufacturer (OEM) and/or qualified technician) dispatched on-site, at Garden Grove Bus Base, to address the event/problem in conjunction with the following requirements:
    - For critical services, DESIGN-BUILD TEAM must respond and have qualified personnel report on-site within 2 hours of receiving report/notice of issue from OCTA; critical services are required to address critical service problems which prevents bus fueling, disables a safety system, causes a hydrogen gas leak, or that otherwise impact the ability of buses to meet scheduled rollout.

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    - For non-critical services, DESIGN-BUILD TEAM must respond and have qualified personnel report on-site within 24 hours of receiving report/notice of issue from OCTA; non-critical services are required to address non-critical service problems which do not meet the criteria of critical service problems specified or that otherwise do not impact the ability of buses to meet scheduled rollout.
    - The malfunctioning equipment/component or system shall be properly functioning within 24 hours of receiving report/notice of issue from OCTA.
- DESIGN-BUILD TEAM shall provide their protocol of dispatching OEM representatives to address malfunctioning equipment or system related to hydrogen fueling station at Garden Grove Bus Base; the protocol should clearly identify measures, if any, intended to minimize disruptions/impacts to normal bus and maintenance operations during the event of OEM representative's failure to appear in a timely manner.
- If during the warranty period, any repair, replacement, or modification on a hydrogen storage and fueling equipment/component, made necessary by defective design, materials, or workmanship is not completed within 24 hours, the warranty period for the entire system shall be extended by the number of days equal to the delay period.
- The hydrogen fueling station shall not be taken offline for more than 24 hours without DESIGN-BUILD TEAM providing an alternate fueling solution.
- DESIGN-BUILD TEAM shall provide all services, as required, to keep the hydrogen fueling station fully functional, including all labor, consumables, repair, rebuild, and replacement costs. DESIGN-BUILD TEAM shall provide all preventative maintenance for the hydrogen fueling station by experienced and qualified personnel with necessary tools and equipment; preventative maintenance shall include all weekly, monthly, and annual service, as required and recommended by the manufacturers of the equipment/components and systems provided by DESIGN-BUILD TEAM.
- DESIGN-BUILD TEAM shall not schedule preventive maintenance of the hydrogen fueling station during daily bus fueling time window, from 6:00 pm to 2:00 am; if practical, scheduled repairs of the hydrogen fueling station should be avoided during daily bus fueling time window.
- DESIGN-BUILD TEAM shall provide services related to controlling, handling, storing, and disposing of all hazardous byproducts and waste that are generated as a result of operations activities at the hydrogen fueling station; services shall be performed in compliance with all federal, state and local laws and regulations, including any licensing requirements.
- DESIGN-BUILD TEAM shall include services related to bi-annual purity testing requirement; DESIGN-BUILD TEAM shall meet SAE J2719 fuel quality standard for hydrogen.

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- DESIGN-BUILD TEAM shall maintain records of all scheduled and unscheduled repairs and preventative maintenance performed at the hydrogen fueling station, and shall be submitted to OCTA every three (3) months; similarly, DESIGN-BUILD TEAM shall maintain and submit to OCTA records/reports on any failures, accidents, and other significant events related to the hydrogen fueling station.
- DESIGN-BUILD TEAM shall provide OCTA with a complete set of updated operations and maintenance manual and updated as-built drawings at the conclusion of the 18-month period of operations services.

Draft Operations Services Plan shall be submitted to OCTA for review and comments at least thirty (30) calendar days prior to startup and commissioning process. DESIGN-BUILD TEAM shall allow a minimum of seven (7) calendar days for OCTA review process; DESIGN-BUILD TEAM shall address the comments and submit to OCTA for acceptance the revised Final Operations Services Plan within seven (7) calendar days from receipt of OCTA comments.

Deliverables:

- Draft Operations Services Plan – PDF file distribution via email.
- Final Operations Services Plan – PDF file distribution via email and one (1) hard copy.

<u>Operations and Maintenance Manual</u>

DESIGN-BUILD TEAM shall prepare and provide copies of complete set of Operations and Maintenance Manual generally consisting of equipment/ component and system description, operating procedures, maintenance guidelines, safety protocols, emergency protocols, troubleshooting instructions, manufacturer specifications, parts lists, parts bulletins, warranty information, and other relevant technical details and information for all major equipment/ components and systems of the hydrogen fueling station and related items.

- Operations and Maintenance Manual shall incorporate all major equipment/components and systems consisting of liquid hydrogen storage tank, hydrogen fuel dispenser and hose, hydrogen detection systems, early warning systems, emergency shutdown systems; Operations and Maintenance Manual shall also incorporate other major hydrogen equipment, which may consist but not limited to pumps/compressors, vaporizers, gaseous storage vessels, priority control unit/valve panel, and precooling system.
- Operations and Maintenance Manual shall incorporate all major equipment/components and systems related to electrical service equipment and standby generator.

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- Operations and Maintenance Manual shall incorporate all major components and systems related to defueling area and mobile hydrogen trailer area.

Operations and Maintenance Manual shall identify and list parts and/or systems that are expected to be replaced under the 18-month period of operations services. Operations and Maintenance Manual shall include Recommended Spare Parts List (RSPL) for all listed equipment/components.

DESIGN-BUILD TEAM shall electronically submit Operations and Maintenance Manual to OCTA, at least fourteen (14) calendar days prior to startup and commissioning process; DESIGN-BUILD TEAM shall also provide OCTA with three (3) bound copies of Operations and Maintenance Manual prior to startup and commissioning process.

DESIGN-BUILD TEAM shall provide OCTA with Updated Operations and Maintenance Manual incorporating equipment/components or systems that are replaced or added, and that are not listed in the original Operations and Maintenance Manual. DESIGN-BUILD TEAM shall electronically submit Updated Operations and Maintenance Manual to OCTA throughout the 18-month period of operations services; DESIGN-BUILD TEAM also provide OCTA with three (3) hard copies of replaced or added pages related to the Updated Operations and Maintenance Manual.

Deliverables:

- Operations and Maintenance Manual – PDF file distribution via email and/or approved electronic shared folder, and hard copies per requirement.
- Updated Operations and Maintenance Manual – PDF file distribution via email and/or approved electronic shared folder, and hard copies per requirement.

<u>Hydrogen Fueling Station Access</u>

Operations services related to the hydrogen fueling stations shall be performed according to parameters/guidelines of Operations Service Plans, as required within Task 17.1 of this Scope of Work; preventive maintenance of the hydrogen fueling station shall not be scheduled during daily bus fueling time window, from 6:00 pm to 2:00 am.

DESIGN-BUILD TEAM shall permit trained OCTA personnel to enter all portions of the hydrogen fueling station to perform routine or emergency inspections and take routine or emergency readings; OCTA personnel shall also be able to follow

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and observe DESIGN-BUILD TEAM's technicians during their normal services/ duties at the hydrogen fueling station.

### 17.2. All Other Work

All Other Work related to Task 17: Operations during Training and Transition Period that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 17.1 of this Scope of Work.

- All Other Work, related to Task 17: Operations during Training and Transition Period, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 17.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

## Task 18: Fuel Supply Services

**DESIGN-BUILD TEAM shall review Task 18 of this Scope of Work herein, in conjunction with appropriate information and requirements within this entire Scope of Work, and shall determine work/services related to Fuel Supply Services that have been excluded but will be offered by DESIGN-BUILD TEAM; the extent of additional work that DESIGN-BUILD TEAM is offering shall be defined within their technical proposal, and include pricing for such work within their price proposal.**

### 18.1. Fuel Supply during Training and Transition Period

DESIGN-BUILD TEAM shall sell to OCTA and OCTA shall buy from DESIGN-BUILD TEAM the fuel supply (liquid hydrogen) during training and transition period of 18 months after completion and acceptance of the PROJECT. Fuel supply transaction shall be based on agreed upon milestones, deliverables, and payments in accordance with associated costs and pricing from DESIGN-BUILD TEAM's price proposal; fuel supply pricing shall be based on a total daily fuel consumption of 1,500 kilograms for 18 months

DESIGN-BUILD TEAM shall provide OCTA with a narrative of their plan/approach related to supplying liquid hydrogen for the hydrogen fueling station; DESIGN-BUILD TEAM at a minimum shall address the following:

- Provide information related to source of the Fuel Supply.
- Provide information related to Backup Fuel Supply, Hydrogen Quality, Renewable Hydrogen, as required within Task 18.1 of this Scope of Work.
    - How will the 33% renewable hydrogen content requirement be achieved/provided by DESIGN-BUILD TEAM? If there is a potential for more renewable hydrogen content, preferably 100% renewable hydrogen content, how can this be achieved by DESIGN-BUILD TEAM in the future?

- Provide information related to carbon intensity of the Fuel Supply and how this compares to industry.
- Provide information related to delivery frequency of liquid hydrogen to the hydrogen fueling station, and measures that shall be taken to minimize delivery frequency, if any.
- DESIGN-BUILD TEAM shall provide OCTA with information related to fuel supply costs and pricing, including applicable cost index.

Backup Fuel Supply

DESIGN-BUILD TEAM shall develop a plan to provide backup supply of hydrogen fuel to reduce the risk of not being able to fuel OCTA's bus fleet for more than 24 hours, during the critical daily bus fueling time window, from 6:00 pm to 2:00 am.

Hydrogen Quality

DESIGN-BUILD TEAM shall provide hydrogen fuel that meets SAE J2719 fuel quality standard for hydrogen.

Renewable Hydrogen

DESIGN-BUILD TEAM shall provide renewable hydrogen as prescribed for fueling stations receiving state funds included in the California Code, Health and Safety Code Section 43869. No less than 33.3 percent of the hydrogen dispensed by the fueling station, or more as may be required by California statutes, shall be made from eligible renewable energy resources as defined in Section 399.12 of the Public Utilities Code.

DESIGN-BUILD TEAM shall report renewable fuel dispensed through CARB's Low Carbon Fuel Standard program (https://ww2.arb.ca.gov/our-work/programs/low-carbon-fuel-standard).

Low Carbon Fuel Standards (LCFS) Credits

DESIGN-BUILD TEAM irrevocably assigns and transfers to OCTA all of DESIGN-BUILD TEAM's right, title and interest in and to any and all environmental attributes, credits or benefits of any kind associated with or arising out of the (consumption or dispensing) of electricity/hydrogen as vehicle fuel or operation of equipment necessary to generate environmental credits, including, without limitation, low carbon fuel standard credits, renewable identification numbers, greenhouse gas emission reduction recognition in any form, verified emission reductions, offsets, allowances, credits, avoided compliance costs, emission rights and authorizations under any law or regulation, or any emission reduction registry,

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trading system, or reporting or reduction program for greenhouse gas emissions that is established, certified, maintained, or recognized by any international, governmental, or nongovernmental authority.

Hydrogen Fueling Station Access

Delivery of hydrogen fuel supply may be delivered seven (7) days a week, between the hours of 5:00 am and 6:00 pm.

## 18.2. All Other Work

All Other Work related to Task 18: Fuel Supply Services that are offered by DESIGN-BUILD TEAM, but are not clearly defined within Task 18.1 of this Scope of Work.

- All Other Work, related to Task 18: Fuel Supply Services, as defined to be offered by DESIGN-BUILD TEAM in their proposal shall be amended to either Task 18.2 of this Scope of Work or another appropriate existing task of this Scope of Work.

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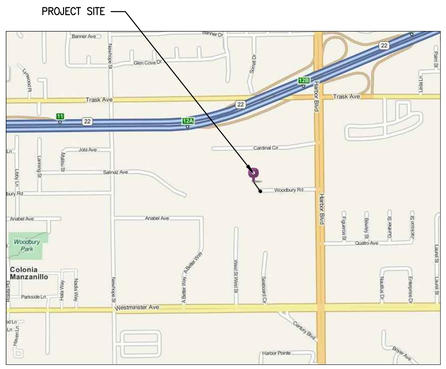
## EXHIBIT B: SCOPE OF WORK ATTACHMENTS

ORANGE COUNTY TRANSPORTATION AUTHORITY

# DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
# 11790 CARDINAL CIRCLE, GARDEN GROVE, CA 92843

## REQUEST FOR PROPOSALS (RFP) X-XXXX

### VICINITY MAP


PROJECT SITE
Banner Ave
Glen Circle Dr
Trask Ave
Cardinal Cir
Jolo Ave
Salmet Ave
Arabel Ave
Woodbury Rd
Woodbury Park
Colonia Manzanillo
Parkside Ln
Westminster Ave
Harbor Pointe
Bristol St
Brookhurst St
Magnolia St
Valley View St
Knott St
Dale St
Beach Blvd
Harbor Blvd
Cypress St
Lampson Ave
Quadro Ave
Quartz Ave
Quinton Ave
Rancho Dr
Rosecrans Ave
Rosita St
Sherry Ln
Stanford Ct
Tabeau Dr
Tamarack Ave
Tamura Ln
Tokay Ln
Tonia Dr
Tonia Ln
Tonia Pl
Tonia Way
Tonia Wy
Tonia Cir
Tonia Ct
Tonia Ter

HUITT ZOLLARS
2603 Main Street, Suite 400
Irvine, California 92614
949.988.5815
www.huitt-zollars.com

## Legend

| SYMBOLS | DESCRIPTIONS |
|---|---|
| + | AERIAL PANELS |
| N 80000 | GRID TEXT |
| + | GRID TICK |
| 2980.5 | SPOT ELEVATION |
| | CACTUS |
| | PALM TREE |
| | SINGLE TREE |
| | FLAG |
| | GATE |
| | SIGNS |
| | BILLBOARD |
| | OVERHEAD SIGNS |
| | STREET SIGN |
| | POST / BOLLARD |
| FH | FIRE HYDRANT |
| | METER / UTILITY |
| MH | MANHOLE |
| | VALVE |
| | CATCH BASIN |
| | CULVERT |
| | UTILITY POLE |
| | TRANSMISSION |
| | TV DISH |
| | LIGHT POLE |
| | TRAFFIC SIGNAL |
| | PEDESTRIAN SIGNAL |
| | STREET LIGHT |
| | STRAIGHT ARROWS |
| | DIRECTIONAL ARROWS |
| | MINE |
| | BIKE LANE |
| | HANDICAP |
| EXIT STOP | TRAFFIC PAINT |
| NEED ONLY YIELD | TRAFFIC PAINT |
| | BUILDING |
| | SWIMMING POOL |
| | BRIDGE |
| | CANOPY |
| | ROCKS |
| | TRAFFIC LANE PAINT |
| | PARKING STRIPES |
| | ROAD / PAVEMENT |
| | DIRT ROAD / TRAIL |
| | CURB / GUTTER |
| | CONCRETE |
| | RAILROAD |
| | FENCE |
| | RETAINING WALL |
| | GUARD RAIL |
| 3130 | INDEX CONTOUR / TEXT |
| | INTER CONTOUR |
| 3130 | INDEX DEPRESSION / TEXT |
| | INTER DEPRESSION |
| | WASH / WATER |
| | VEGETATION LINE |
| | GOLF FAIRWAY |
| | GOLF GREEN / TEE |
| | GOLF SANDTRAP |
| | FIELD / GRASS |

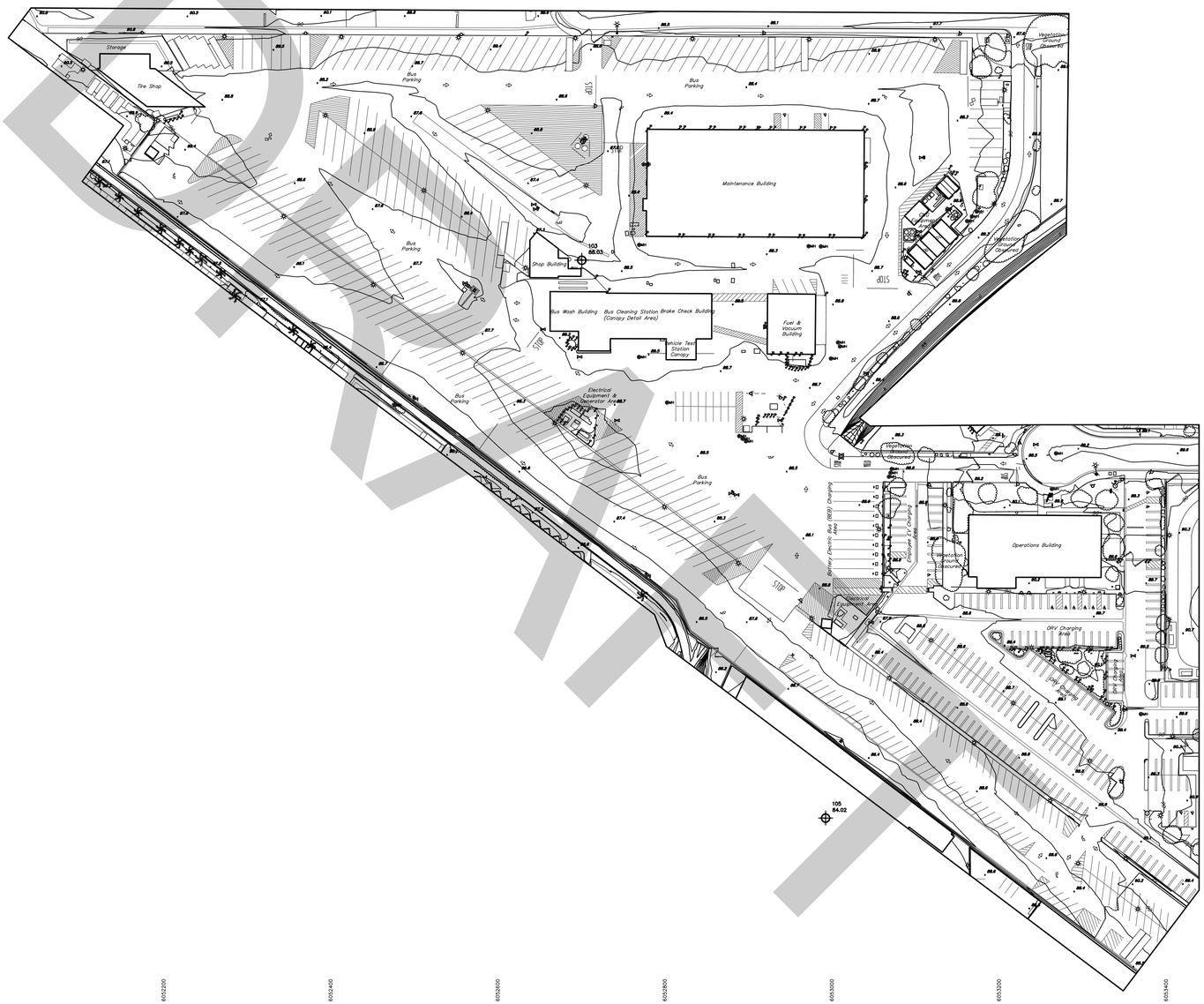
PROFESSIONAL LAND SURVEYOR — MICHAEL G. KREMER — NO. 8425 — STATE OF CALIFORNIA

E 6051800 E 6052000 E 6052200 E 6052400 E 6052600 E 6052800 E 6053000 E 6053200 E 6053400

N 2226200 N 2226000 N 2225800 N 2225600 N 2225400 N 2225200

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SCALE 1"=80'-0"

# TOPHOGRAPHIC SITE PLAN

PRELIMINARY DOCUMENTS

DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2960 DAIMLER STREET
SANTA ANA, CALIFORNIA 92705
TEL: # (949) 254-8016
qvu@dahltaylor.com

REGISTERED PROFESSIONAL ENGINEER — QUI VU — NO. 82516 — CIVIL — STATE OF CALIFORNIA

| MARK | DATE | BY | REVISIONS |
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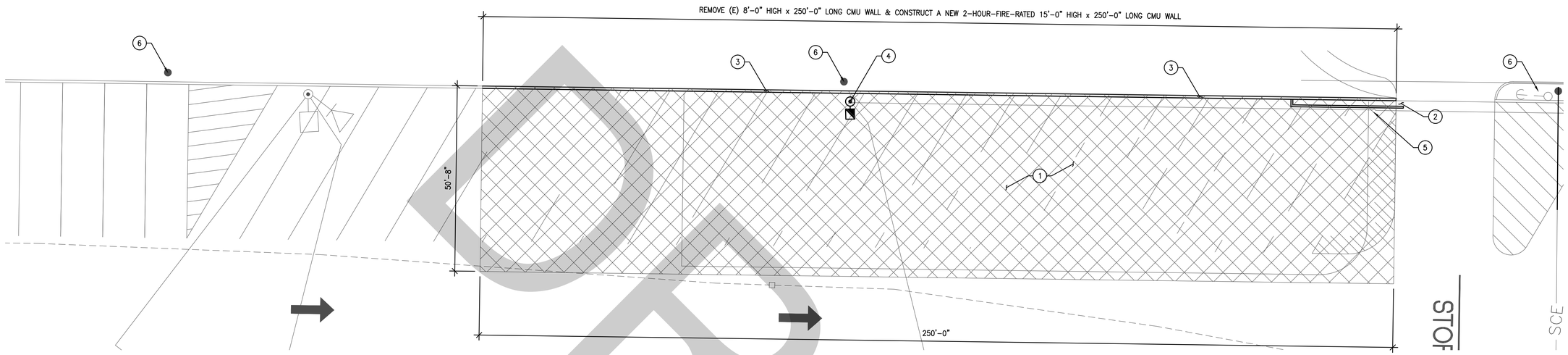
**Sheet Title**
TOPOGRAPHIC SITE PLAN

**Project**
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

| | |
|---|---|
| JOB # | 1.24.3 |
| DESIGN BY: | SDV |
| DRAWN BY: | TMP |
| CHECKED BY: | QV |
| DATE | 08-18-2025 |
| SCALE | AS NOTED |
| SHEET | GG-C100 |

550 South Main Street
Orange, CA 92668
714/560/OCTA

OCTA



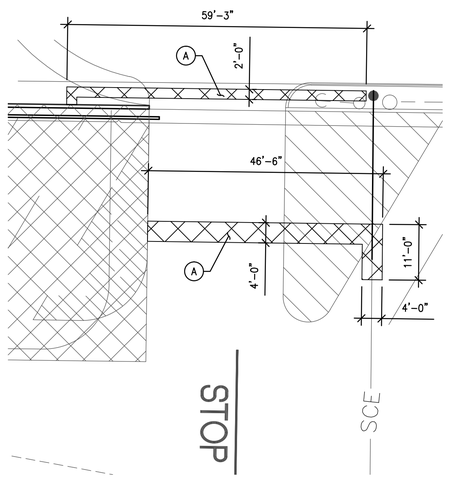

## DEMOLITION KEY NOTES:

1. NEW HYDROGEN (H2) FUELING STATION AREA REQUIRES SAW CUTTING, CONCRETE PAVEMENT REMOVAL, GROUND EXCAVATION, AND SOIL COMPACTION GROUTING FOR CONSTRUCTION OF NEW CONCRETE FOUNDATIONS, PADS, PIERS, AND DRAINAGE . PROTECT SURROUNDING CONCRETE PAVEMENT FROM DAMAGE DURING CONSTRUCTION.
2. EXISTING AUTOMATED STEEL GATE TO BE REMOVED AND REPLACED WITH NEW AUTOMATED ELECTRIC SLIDING STEEL GATE.
3. REMOVE EXISTING 250'-0" LONG x 8'-0" HIGH CMU WALL FOR CONSTRUCTION OF NEW 15' HIGH 2-HOUR FIRE-RATED CMU WALL IN COMPLIANCE WITH 2022 CBC, ASCE 7-16, AND NFPA 2 FOR LIQUID HYDROGEN STORAGE AND FUELING FACILITIES.
4. REMOVE EXISTING LIGHT POLE, FOUNDATION, AND WIRING AND INSTALL A NEW REPLACEMENT LIGHT POLE, LED FIXTURES, FOUNDATION, AND WIRING AT A DIFFERENT LOCATION AND IN COMPLIANCE WITH NFPA 70 NATIONAL ELECTRICAL CODE (NEC) CLASS 1 DIVISION 2.
5. EXISTING LIGHT POLE, FOUNDATION, AND WIRING TO BE REMOVED AND REPLACED WITH NEW LIGHT POLE COMPLIANT WITH NEC CLASS 1 DIVISION 2.
6. COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR REMOVAL AND REPLACEMENT OF AN EXISTING LIGHT FIXTURE ON THE SCE POWER POLE WITH NEW LED FIXTURES COMPLIANT WITH NFPA 70 CLASS 1 DIVISION 2. PROTECT SCE POWER POLE, EQUIPMENT, AND WIRES IN PLACE.

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DEMOLITION PLAN FOR LIQUID HYDROGEN (LH2) EQUIPMENT AREA

SCALE 1"=15'-0" (1)




## DEMOLITION KEY NOTES:

A. AREA SAW CUTTING, AC PAVEMENT REMOVAL, EXCAVATION, TRENCHING, BACKFILLING, 95% SOIL COMPACTION, AND CONCRETE PAVEMENT PATCHING TO MATCH EXISTING CONCRETE PAVEMENT FOR INSTALLATION OF UNDERGROUND CONDUITS.

N

DEMOLITION PLAN FOR UNDERGROUND UTILITIES

SCALE 1"=15'-0" (2)


DAHL, TAYLOR & ASSOCIATES
CONSULTING ENGINEERS
2960 DAIMLER STREET
SANTA ANA, CALIFORNIA 92705
TEL: # (949) 254-8016
qv@dahltaylor.com


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**Sheet Title**
DEMOLITION PLANS FOR LH2 EQUIPMENT AREA AND UG UTILITIES

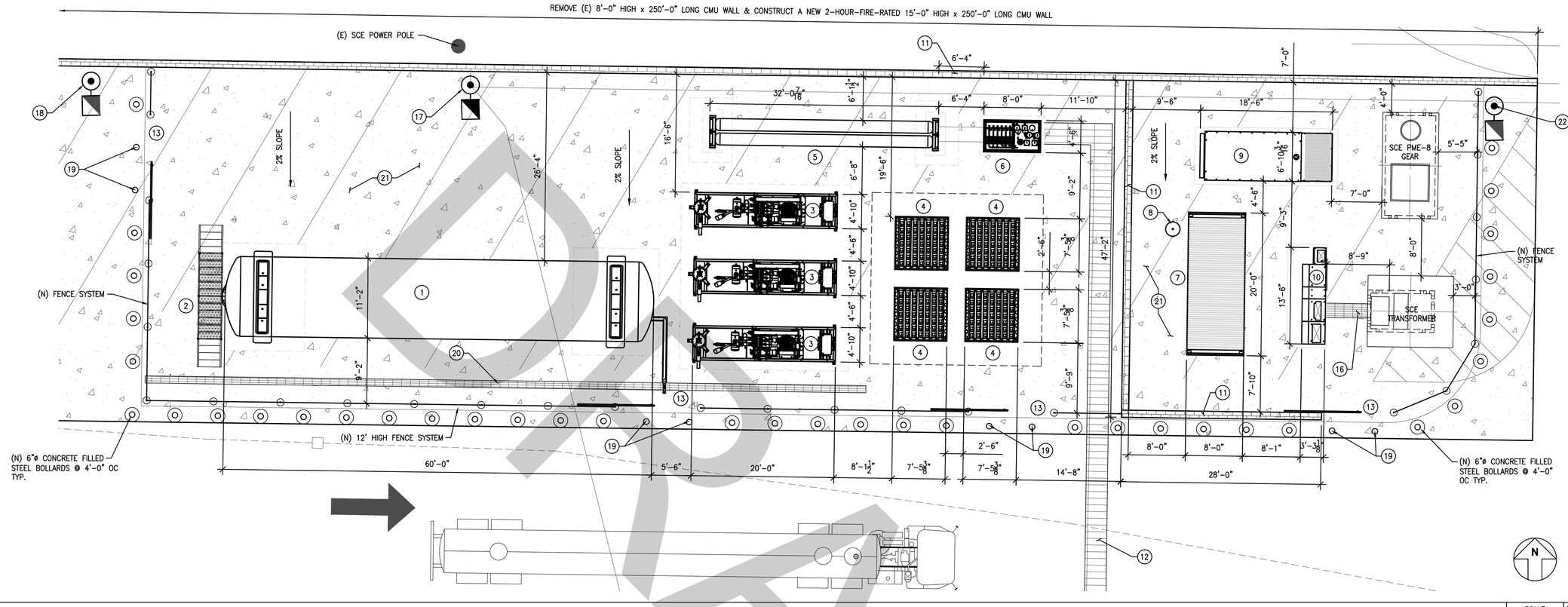
**Project**
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

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| JOB # | 1.24.3 |
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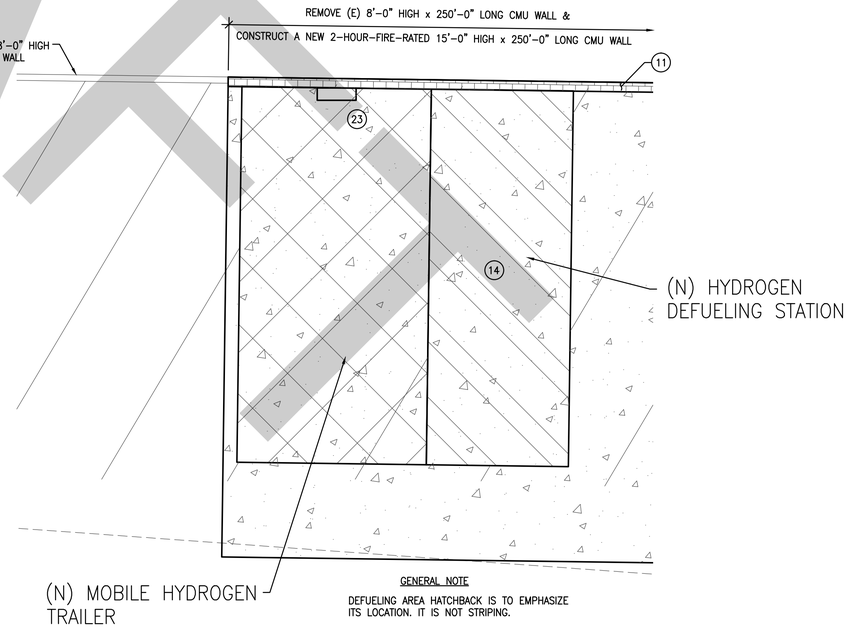

## LIQUID HYDROGEN (LH2) STORAGE AND FUELING EQUIPMENT PLAN

SCALE 1/8"=1'-0" (1)

1. 25,000-GALLON LIQUID HYDROGEN (LH2) STORAGE TANK WITH PROVISIONS AND PERTINENT EQUIPMENT TO ATTAIN NEAR-ZERO LOSS OPERATION DURING FILLING / TRANSFER, BLOWBY, COOLING, PUMP PRIMING, STORAGE, AND OTHER PROCESSES.
2. LH2 STORAGE TANK SERVICE PLATFORM W/ RAILINGS & ACCESS STEPS ON BOTH ENDS.
3. LH2 BOOST AND PISTON PUMPS AND COLD CAPTURE HEAT EXCHANGERS (CC-HEX).
4. AMBIENT VAPORIZERS / HEAT EXCHANGERS (HEX), 200 KGS/HR EACH. (APPROXIMATELY 8'-3" SQUARE x 34'-0" HT.)
5. STACKED LOW & MEDIUM PRESSURE GASEOUS HYDROGEN (GH2) STORAGE VESSELS, 10 VESSELS PER STACK FOR A TOTAL OF 20 VESSELS. VESSEL DIMENSIONS: 16" OD, 35' LONG, 22.18 CUBIC FEET (628L) WATER CAPACITY.
6. PRIORITY CONTROL UNIT.
7. CONTROL AND POWER CONTAINER.
8. NITROGEN PURGE TANK.
9. 500 KW, 480V, 3P, SCAQMD TIER 4 STANDBY POWER GENERATOR W/ 48-HR DIESEL TANK.
10. 800A, 480V, 3P METER SWITCHBOARD WITH ATS, 480/208Y-120V TRANSFORMER & 208Y/120V PANEL BOARD.
11. 2-HR FIRE RATED 10' HIGH CMU WALL.
12. TRENCHES FOR PIPING BUNDLES AND CONDUIT DUCT BANKS.
13. 12'-0" WIDE SLIDING FENCE GATE.
14. 15' x 40' HYDROGEN DEFUELING STATION WITH DEFUELING HOSE, NOZZLE PANEL, AND VENT STACK.
15. NOT USED.
16. CAST-IN-PLACE CONCRETE UTILITY TRENCH, 24" WIDE x 36" DEEP x 6" WALL WITH 8" ROUND DRAIN HOLE, 18"x18"x18" GRAVEL DRY-WELL, 3/8" THICK GALVANIZED STEEL DIAMOND PLATE, UNISTRUT TRACK, S.S. SPRING NUTS, AND 3/8"x1.5" ZINC-COATED FLAT HEAD SLOTTED MACHINE SCREWS. COORDINATE WITH SCE FOR LOCATION.
17. REMOVE EXISTING LIGHT POLE AND INSTALL CLASS 1 DIV. 2 LIGHT POLES AT NEW LOCATIONS.
18. NEW LIGHT POLES, CONCRETE FOUNDATION, AND WIRING AT NEW LOCATION. INSTALLATION SHALL COMPLY WITH ELECTRICAL CLASS 1 DIVISION 2 HAZARDOUS AREA.
19. 6"ø REMOVABLE CONCRETE FILLED STEEL BOLLARD WITH LIFTING EYE.
20. IN-SLAB DRAINAGE GUTTER WITH TRAFFIC RATED GRATE.
21. NEW ELEVATED CONCRETE SLAB. RAISED LEVEL EQUIPMENT FOUNDATIONS, ELECTRICAL CLASS 1 DIVISION 1 LIGHTING, FLAME & GH2 DETECTORS, ALARM INDICATOR BEACON LIGHTS, AND VIDEO SECURITY SURVEILLANCE (VSS) CAMERAS FOR THE ENTIRE EQUIPMENT AREA. FULLY INTEGRATE NEW SYSTEMS WITH EXISTING SYSTEMS.
22. EXISTING LIGHT POLE TO BE REMOVED AND REPLACED AFTER CONSTRUCTION OF NEW 15' HIGH CMU WALL.
23. 20' WIDE MOBILE HYDROGEN TRAILER AREA WITH ELECTRICAL NEMA 3R CABINET HOUSING 300A, 480V, 3P CIRCUIT BREAKER, RECEPTACLE, GROUNDING TERMINAL, AND 30' LONG POWER CORD WITH PLUGS ON BOTH ENDS.
24. NEW CONCRETE UTILITY TRENCH, 24" WIDE x 36" DEEP WITH METAL GRATING.

## EQUIPMENT KEY NOTES

SCALE NONE (3)




## FCEB DEFUELING AREA PLAN

SCALE 1/8"=1'-0" (2)

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**Sheet Title**
LIQUID HYDROGEN (LH2) STORAGE & FUELING FACILITIES PLANS

**Project**
DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
11790 CARDINAL CIRCLE, GARDEN GROVE, CA

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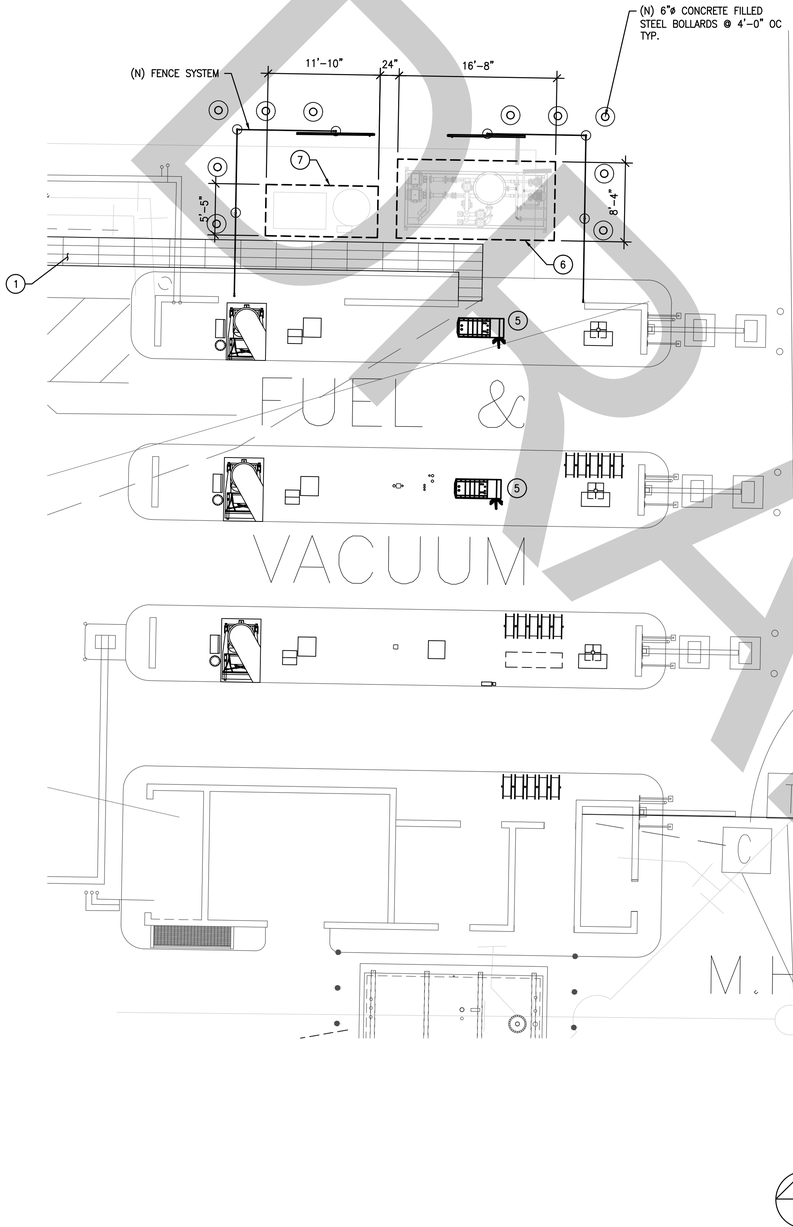
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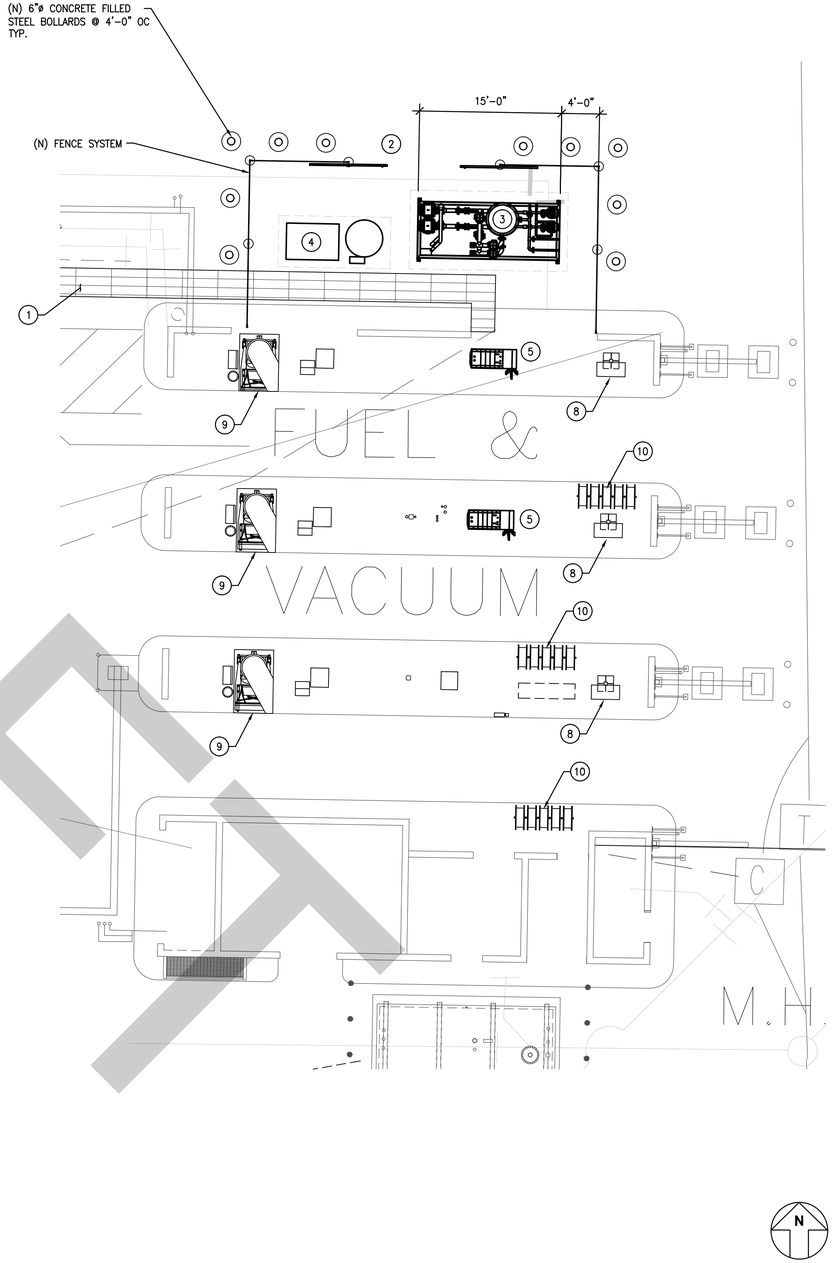
## EQUIPMENT KEY NOTES:

1. TRENCH FOR UNDERGROUND PIPES AND ELECTRICAL CONDUITS.
2. (2) 8'–0" WIDE SLIDING FENCE GATES.
3. HC–50 HEAT EXCHANGER & PUMP PACKAGE.
4. HC–50 CHILLER & COOLING TOWER PACKAGE.
5. 350 / 700 BAR GASEOUS HYDROGEN (GH2) DISPENSER TO BE SO INSTALLED THAT IT IS PROTECTED FROM MECHANICAL DAMAGE AND IS VISIBLE FOR INSPECTION. PROVIDE CONCRETE FOUNDATION AND SEISMIC ANCHORAGE IN COMPLIANCE WITH 2022 CBC, ASCE 7–16, AND NFPA 2.
6. HC–50 HEAT EXCHANGER (HX) & PUMP PACKAGE RAISED FOUNDATION.
7. HC–50 CHILLER & COOLING TOWER PACKAGE RAISED FOUNDATION.
8. EXISTING CNG TRANSIT DISPENSER.
9. EXISTING VACUUM MACHINE.
10. EXISTING HOSE REEL.

EQUIPMENT KEY NOTES | SCALE NONE | 3




FUELING & VACUUM BUILDING PLAN – NEW EQUIPMENT FOUNDATION | SCALE 1/8"=1'–0" | 2




FUELING & VACUUM BUILDING PLAN – NEW EQUIPMENT | SCALE 1/8"=1'–0" | 1


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**Sheet Title**
HC-50 CHILLER EQUIPMENT AND CONCRETE FOUNDATION PLANS AT FUELING & VACUUM BUILDING

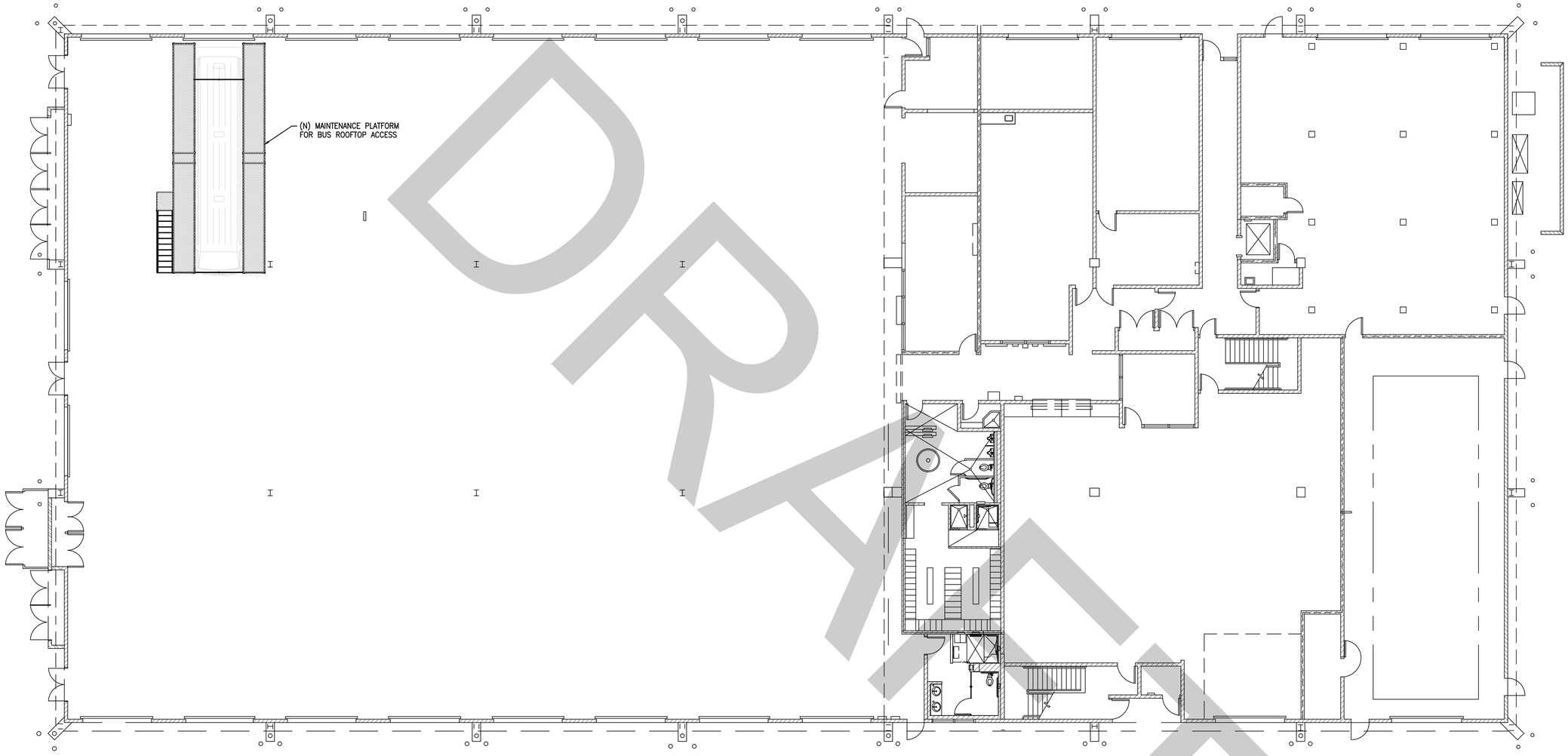
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NOTES:

1. NEW MAINTENANCE PLATFORM SHALL BE SEISMICALLY ANCHORED AND BRACED TO COMPLY WITH 2022 CALIFORNIA BUILDING CODE (CBC).
2. RELOCATE EXISTING COMPONENTS AND EQUIPMENT THAT OBSTRUCT INSTALLATION OF NEW MAINTENANCE PLATFORM WHICH SHALL PROVIDE ACCESS TO BUS ROOFTOP.
3. INSTALL A NEW INFRARED THERMAL SENSING SYSTEM TO SCAN TEMPERATURE ON BUS ROOF AREA, NOTIFY OCCUPANTS VIA WARNING BEACON LIGHTS, AND INTERLOCK WITH THE EXISTING FIRE ALARM SYSTEM AND THE NEW HYDROGEN GAS DETECTION AND ALARM SYSTEM FOR NOTIFICATION IN THE EVENT OF EXCESSIVE TEMPERATURE CAUSED BY FAILURE AND MAL-FUNCTION OF ENERGY STORAGE BATTERIES AND HYDROGEN GAS STORAGE VESSELS.

MAINTENANCE BUILDING PLAN – NEW BUS ROOFTOP ACCESS MAINTENANCE PLATFORM

SCALE 1"=10'-0" 1

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**Sheet Title**
MAINTENANCE PLATFORM TO SERVICE BUS FLEETS
AT MAINTENANCE BUILDING

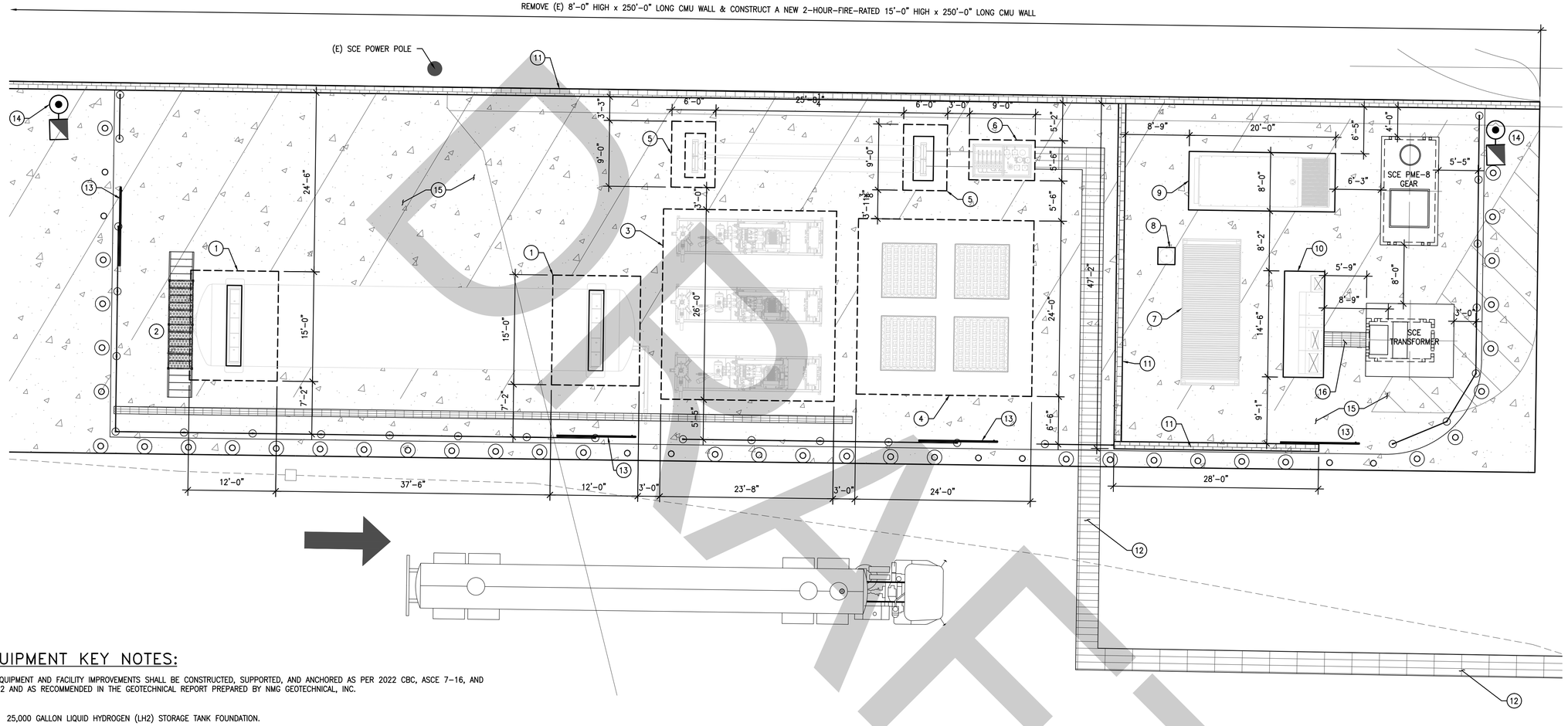
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DESIGN-BUILD SERVICES FOR HYDROGEN FUELING STATION AND FACILITY MODIFICATIONS AT GARDEN GROVE BUS BASE
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## EQUIPMENT KEY NOTES:

ALL EQUIPMENT AND FACILITY IMPROVEMENTS SHALL BE CONSTRUCTED, SUPPORTED, AND ANCHORED AS PER 2022 CBC, ASCE 7-16, AND NFPA 2 AND AS RECOMMENDED IN THE GEOTECHNICAL REPORT PREPARED BY NMG GEOTECHNICAL, INC.

1. 25,000 GALLON LIQUID HYDROGEN (LH2) STORAGE TANK FOUNDATION.
2. LIQUID HYDROGEN (LH2) STORAGE TANK SERVICE PLATFORM.
3. LH2 PUMP AND COLD CAPTURE HEAT EXCHANGER (CC-HEX) FOUNDATION.
4. AMBIENT VAPORIZER FOUNDATION.
5. GASEOUS HYDROGEN (GH2) STORAGE VESSEL FOUNDATION.
6. PRIORITY CONTROL UNIT FOUNDATION.
7. CONTROL AND POWER CONTAINER.
8. NITROGEN PURGE TANK FOUNDATION.
9. 500 KW STANDBY POWER DIESEL GENERATOR FOUNDATION.
10. 800A METER SWITCHBOARD FOUNDATION.
11. 10' HIGH 2-HR FIRE RATED CMU WALL WITH GRADE BEAM & CAISSON PILES WITHIN OCTA PROPERTY. REPAIR AND PATCH NEIGHBORING PAVEMENT. COORDINATE WITH ADJACENT PROPERTY OWNERS ON CONSTRUCTION SITE REQUIREMENTS, SAFETY, AND SECURITY.
12. TRENCH FOR UNDERGROUND PIPES AND ELECTRICAL CONDUITS.
13. 12'-0" WIDE SLIDING FENCE SYSTEM GATE.
14. NEW ELECTRICAL CLASS 1 DIVISION 1 LIGHT POLE FOUNDATION.
15. RAISED CONCRETE SLAB AT APPROXIMATELY 6" HIGHER THAN THE EXISTING CONCRETE PAVEMENT. TOP OF EQUIPMENT MOUNTING FOUNDATIONS SHALL BE LEVEL AND 2" AT MINIMUM HIGHER THAN THE RAISED CONCRETE SLAB TO FACILITATE PROPER DRAINAGE. DESIGN CONCRETE FOUNDATIONS FOR ANCHORING EQUIPMENT AND SUPPORTING CMU WALL IN COMPLIANCE WITH 2022 CBC AND ASCE 7-16.
16. CAST-IN-PLACE CONCRETE UTILITY TRENCH, 24" WIDE x 36" DEEP x 6" WALL WITH 8" ROUND DRAIN HOLE, 18"x18"x18" GRAVEL DRY-WELL, 3/8" THICK GALVANIZED STEEL DIAMOND PLATE, UNISTRUT TRACK, S.S. SPRING NUTS, AND 3/8"x1.5" ZINC-COATED FLAT HEAD SLOTTED MACHINE SCREWS. COORDINATE WITH SCE FOR LOCATION.

LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN

SCALE 1/8"=1'-0" (1)

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LIQUID HYDROGEN (LH2) EQUIPMENT CONCRETE FOUNDATION PLAN

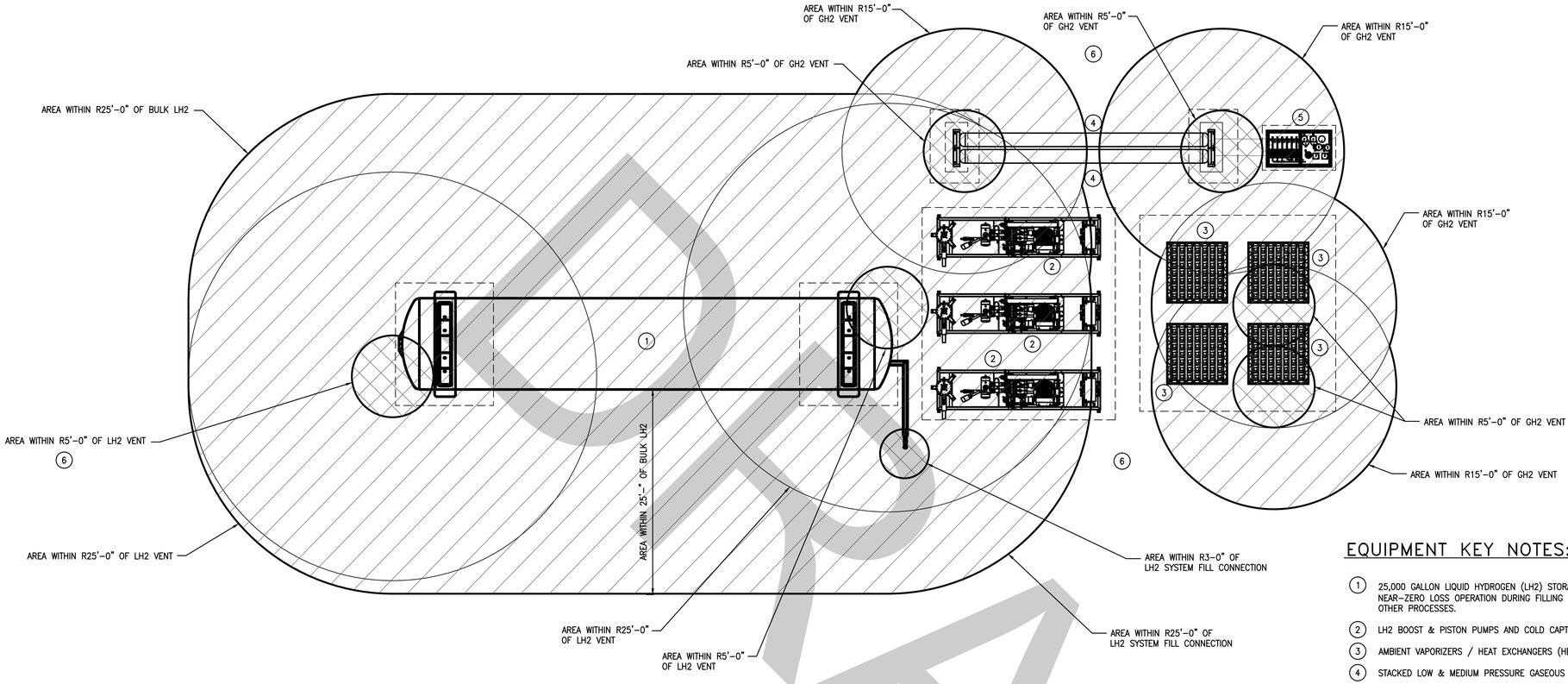
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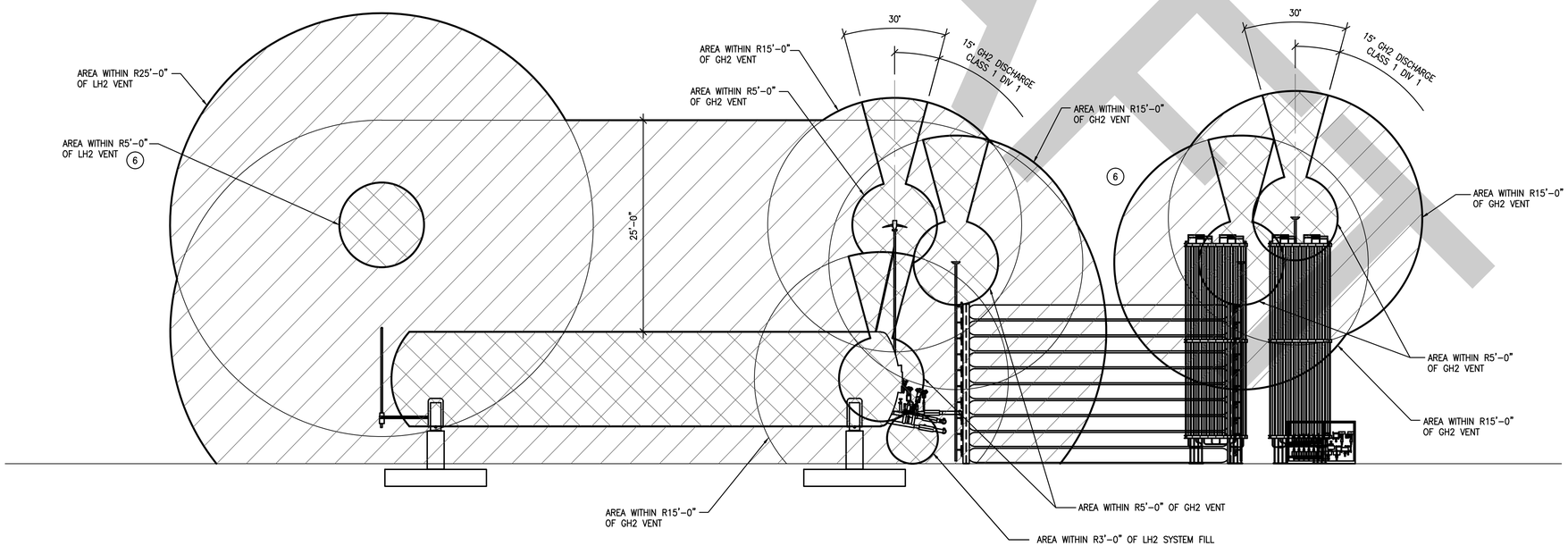
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## ELECTRICAL HAZARDOUS ZONES PLAN

## EQUIPMENT KEY NOTES:

1. 25,000 GALLON LIQUID HYDROGEN (LH2) STORAGE TANK WITH PROVISIONS AND PERTINENT EQUIPMENT TO ATTAIN NEAR-ZERO LOSS OPERATION DURING FILLING / TRANSFER, BLOWBY, COOLING, PUMP PRIMING, STORAGE, AND OTHER PROCESSES.
2. LH2 BOOST & PISTON PUMPS AND COLD CAPTURE HEAT EXCHANGERS (CC-HEX).
3. AMBIENT VAPORIZERS / HEAT EXCHANGERS (HEX).
4. STACKED LOW & MEDIUM PRESSURE GASEOUS HYDROGEN (GH2) STORAGE VESSELS.
5. PRIORITY CONTROL UNIT.
6. CLASS 1 DIV 2 POLE LIGHTS IN THE ENTIRE HYDROGEN EQUIPMENT FACILITIES.




## ELECTRICAL HAZARDOUS ZONES ELEVATION

## LEGEND:

- CLASS 1, DIVISION 1, GROUP B
- CLASS 1, DIVISION 2, GROUP B

# ELECTRICAL HAZARDOUS ZONES PLAN AND ELEVATION

SCALE 1/8"=1'-0" (1)

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HAZARDOUS ZONES PLAN AND ELEVATION

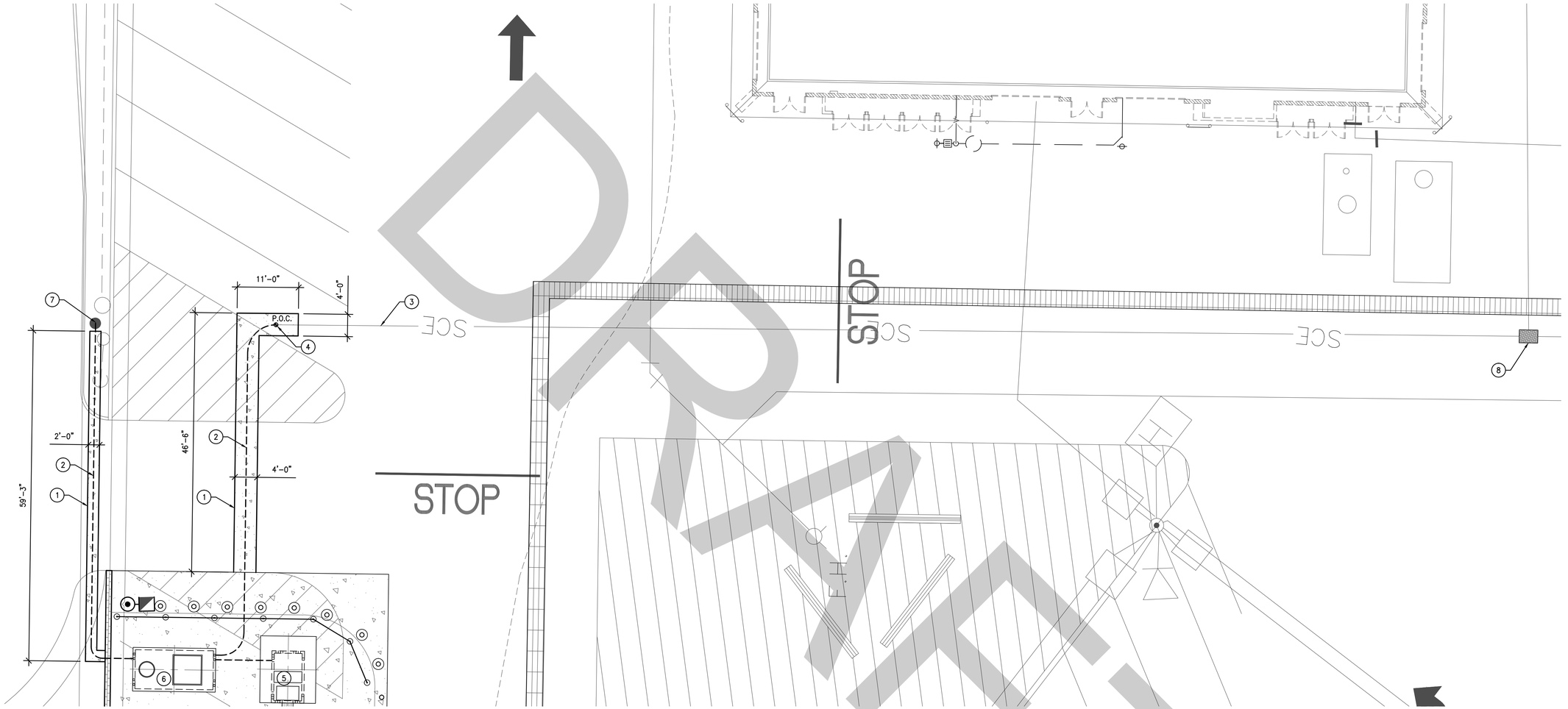
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## CONSTRUCTION NOTES:

1. NEW CONCRETE PAVEMENT OVER 12" AGGREGATE BASE TO MATCH WITH EXISTING CONCRETE PAVEMENT. COMPACT EACH 12" BACKFILL LIFT TO 95% RELATIVE DENSITY.
2. (2) NEW 5"ø PVC SCHEDULE 80 CONDUITS W/ 3/8" PULL ROPES. COORDINATE WITH SCE FOR REQUIREMENTS.
3. (2) EXISTING 4"øC SCE CONDUITS. COORDINATE WITH SCE AND POT HOLE TO LOCATE CONDUITS.
4. COORDINATE WITH SCE BEFORE INSTALLING (2) NEW 5"ø PVC SCHEDULE 80 CONDUITS AND INTERCEPTING (2) EXISTING 4"ø UNDERGROUND CONDUITS.
5. SCE UTILITY TRANSFORMER.
6. SCE PME-8 SWITCH CABINET.
7. EXISTING POWER POLE TO BE REMOVED AND REPLACED BY SCE.
8. EXISTING SCE PULL BOX. COORDINATE WITH SCE.

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ELECTRICAL UTILITY CONDUIT AND EQUIPMENT PLAN

SCALE 1"=10'-0" | 1

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**Sheet Title**
ELECTRICAL UTILITY CONDUIT AND EQUIPMENT PLAN

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NMG Geotechnical, Inc.

August 16, 2024

Project No. 19175-02
OCTA Agreement No. C-0-2113 CTO03

To: Dahl, Taylor & Associates, Inc.
Consulting Engineers
2960 Daimler Street
Santa Ana, CA 92705-5824

Attention: Mr. Quang Vu

Subject: Geotechnical Report of Exploration for Design and Construction of Hydrogen Storage and Fueling Facilities and Facility Modifications at OCTA Garden Grove Bus Base, 11790 Cardinal Circle, Garden Grove, California

DRAFT

In accordance with your request and authorization, NMG Geotechnical, Inc. (NMG) has performed a geotechnical design study for the subject proposed Orange County Transit Authority (OCTA) project at the existing bus maintenance facility in Garden Grove. This report summarizes our findings, conclusions and recommendations for the design and construction of the project.

The geotechnical exploration and study performed included a review of background information including prior geotechnical studies, field reconnaissance, concrete coring to advance two cone penetrometer soundings (CPT), and geotechnical analysis of the collected data in order to provide preliminary recommendations for design and construction of the project.

In summary, the proposed project is feasible provided the primary geotechnical constraint of liquefaction is mitigated. We estimate total liquefaction related settlement on the order of 4 inches with a high potential for associated surface manifestations of liquefaction such as sand boils and loss of bearing capacity in the event of the design earthquake. From past fueling facility projects by OCTA where significant liquefaction was present, we understand that OCTA has elected to mitigate such liquefaction with ground improvement technology. From the CPT exploration and analysis, the following mitigation alternatives are determined for the Garden Grove site:

| ***Ground Improvement Zone*** | ***Resulting Total Remaining Settlement*** | ***Differential Settlement Over a 40-Foot Span*** |
|---|---|---|
| 5 to 10 feet | 3 inches | 1.5 inch |
| 5 to 25 feet | 2 inches | 1 inch |
| 5 to 35 feet | 1 inch | ½ inch |

Due to the critical nature of the fueling facility, we recommend the treatment zone of sufficient depth to limit the total settlement to 1 inch or less. Foundations should be designed accordingly. Per our consultations with a ground improvement contractor, methods which require taller equipment masts will not be feasible due to the proximity of existing overhead power lines (electrical arcing hazard). Therefore, the most viable option will be compaction grouting. That method also will generate less quantities of soil spoils and result in the least amount of disruption

of bus facility operation. Static load settlements are expected to be relatively minor with the site conditions and will be mitigated if structures are designed for the above seismic settlements.

If you have any questions regarding this report, please contact us. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

William Goodman, CEG
Principal Geologist

Ted Miyake, RCE 44864
Principal Engineer

TM/WG/ad

Email Distribution: Addressee
Mr. Stephen Vu, Dahl Taylor and Associates







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# 1.0 INTRODUCTION

## 1.1 Scope of Services

The purpose of our geotechnical study was to evaluate the existing site and subsurface conditions in light of the proposed project at the subject site in order to provide recommendations for design and construction. Our study and this report are based upon our review of the preliminary project planning information provided by Dahl Taylor and OCTA.

Our scope of work included the following:

- Review of background information, including historic aerial photos, groundwater data, and readily available geotechnical reports from online, in-house, and OCTA archives.
- Site visit to evaluate the existing conditions and accessibility for CPT rig.
- Marking of CPT probe locations and notifying Underground Service Alert; use of geophysics to locate pavement reinforcement and buried utilities; and meeting with OCTA bus base staff for approval of pavement coring and exploration locations.
- Pavement coring of two locations for hand-auger borings to approximately 5 feet below existing ground surface (bgs).
- Two CPT soundings at the cored pavement locations to approximately 60 feet bgs.
- Compilation of laboratory testing and boring data from prior geotechnical studies of the site.
- Geotechnical and geological analysis, including soil and groundwater characterization; foundation and slab-on-grade design parameters; seismic parameters; lateral earth pressures; and recommendations for site preparation and excavations/trenches.
- Geotechnical analysis of liquefaction potential and preliminary recommendations for remedial ground improvement alternatives.
- Preparation of this geotechnical report summarizing our findings and providing our conclusions and recommendations.

Our scope of services did not include evaluation of environmental issues (potential soil and groundwater contaminants, onsite hazardous materials, etc.)

## 1.2 Site Location and Existing Conditions

The project site is an existing OCTA bus maintenance facility located at 11790 Cardinal Circle, in the city of Garden Grove, California. The site is occupied by several structures including an administrative building and facilities for bus washing, maintenance and fueling. Various storage containers and other equipment is also onsite. The remainder of the site is paved with concrete. Where cored by NMG and others, the PCC pavement thickness is on the order of 8 inches thick. Ground penetrating radar scans at the two CPT locations indicated steel reinforcement bar spaced at approximately 16 to 18 inches on center in both directions.

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## 1.3 Site History and Prior Geotechnical Studies

The original bus maintenance facility site was investigated in 1975, and the original construction was finished sometime thereafter (completed in a 1987 aerial photo). Prior to that, the site was used for agriculture and was vacant as the surrounding area began to be developed for commercial and industrial use.

A number of reports of past studies were acquired and reviewed for our study, including the original 1975 geotechnical design reports for bus facility by Soils International. These studies included numerous bucket-auger borings, soil sampling and laboratory testing with recommendations for site grading and structure design and construction. NMG conducted two studies of the site in 1994 and 2015 for minor improvements to the bus wash facility. Ninyo and Moore conducted a study for the CNG fuel station at the east side of the site in 2007. Another study was performed for pavement improvements by Group Delta in 2014. These reports are listed in Appendix A. Boring logs and laboratory data from these studies relevant to the site are included in Appendices B and C, respectively.

## 1.4 Proposed Hydrogen Fueling Station

The planned hydrogen fueling equipment will include storage equipment located in an area of existing bus parking at the north central portion of the site. We understand that the equipment in that area, including a 25,000-gallon storage tank (full weight of 10 tons) will be constructed on individual spread foundations. The existing concrete pavement will be removed for the storage equipment area.

The hydrogen fuel dispensing equipment is planned some distance from the storage area at an existing fuel and service building. Piping from the storage area to the dispensers will require cutting of the existing pavement for underground installation. The proposed storage and dispensing locations are shown on the CPT and Boring Location Map, Figure 3.

## 1.5 Field Investigation

The subsurface CPT exploration was conducted on June 28, 2024, by Kehoe Testing and Engineering, Inc. Prior to testing, the CPT-1 and CPT-2 locations were reported to DigAlert, surveyed with ground penetrating radar and cleared with OCTA staff. The pavement was cored and the first five feet of soil was excavated with a hand-auger in order confirm there were no utilities that might be damaged by the CPT probe. The CPTs were advanced 60 feet bgs.

The CPTs use an integrated electronic cone system that measures and records tip resistance, sleeve friction, and friction ratio parameters at 5-cm depth intervals. As expected from prior boring data, the CPT verified alluvial materials with soil behavior types consisting of heterogeneous layers of sands, silts, silty sands, and sandy silts with lesser amounts of clays. The CPT data provided detailed subsurface profile information and is the state of the practice for analyzing liquefaction potential and associated impacts including settlement, surface manifestations, and lateral ground spreading. The CPT data was used with the adjacent boring information and laboratory test data to develop a consistent interpretation of the subsurface conditions.

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With the abundance of prior borings and laboratory testing, no additional soil sampling and testing was conducted for this study.

## 1.6 Laboratory Testing

Prior soil testing by others included the tests listed below. The laboratory test results are presented in Appendix C. In-situ moisture and dry density results are also included on the geotechnical boring logs (Appendix B).

- In-situ moisture content and dry density;
- Maximum density and optimum moisture content;
- Grain-size distribution (sieve and/or hydrometer);
- Atterberg Limits;
- Consolidation settlement and collapse;
- Direct shear;
- Expansion index;
- Corrosivity and soluble sulfates, and
- R-value.

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# 2.0 GEOTECHNICAL FINDINGS

## 2.1 Geologic Conditions and Seismicity

The subject OCTA facility lies within the County of Orange portion of the southern part of the Central Block of the Los Angeles Basin (CGS, 1997). The site is underlain by thousands of feet of marine and non-marine sedimentary deposits. The upper deposits are Holocene and Quaternary age alluvial soils consisting predominantly of interlayered sands, silts and clays. No known active faults cross the bus maintenance facility. The nearest active faults to the site are the San Juaquin Hills Blind Thrust Fault (approximately 4.8 miles southeast) and the Newport-Inglewood Fault (approximately 7.8 miles southwest). Seismic parameters including maximum moment magnitude are presented in Section 3.5. The site is not located within a State of California mapped Alquist-Priolo fault zone but is within a mapped liquefaction hazard zone (CDMG, 1998).

## 2.2 Groundwater

Historic high groundwater at the site is estimated to be on the order of 7.0 feet below ground surface (bgs) from groundwater maps published by the State (CGS, 2008). Exploration at the site in 2014 to 11.5 feet bgs did not encounter groundwater (Group Delta, 2014). In 2007 groundwater was reported at 17.5 feet bgs (Ninyo and Moore, 2007).

## 2.3 Soil Conditions and Engineering Properties

Site studies indicate the upper few feet of soil is artificial fill. Subsurface explorations and soil testing classify the alluvial soils below as primarily medium dense to dense silty sands and sands (Unified Soil Classifications of SM, SP, ML) and lesser layers of low plasticity clays (CL). Grain size analyses indicate minor clay contents (less than 10 percent) in the soils in the upper 15 feet. Soil moisture contents in the upper 10 feet when the site was vacant with bare ground were reported as predominantly less than 5 percent (Soils International, 1975a) while the later studies after the site was developed reported moisture contents as high as 18 percent.

Shear strengths reported and assumed by others ranged from 25 to 32 degrees for internal friction angle with varying cohesion. Based on our study a design value of 28 degrees with nominal cohesion was assumed for this project.

The near surface soils are generally non-plastic with very low expansion potential and relatively high R-values ranging from 52 to 67.

Soil corrosivity testing indicates close to neutral pH, low chloride, low soluble sulfate contents, and electrical resistivities in the non-corrosive range (Ninyo and Moore, 2007).

Laboratory test results for engineering properties of site soils are included in Appendix C.

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## 2.4 Liquefaction Potential

Our field investigation and laboratory testing were performed in part to evaluate the subsurface soils for liquefaction potential. The California Geological Survey has developed seismic hazard maps as a part of the Seismic Hazards Mapping Act of 1991. The subject site is shown on Figure 2 as being mapped within a zone of liquefaction potential (CDMG, 1997a). Liquefaction is a phenomenon in which earthquake-induced cyclic stresses generate excess pore water pressure in low density (loose), saturated, sandy soils and soft silts below the water table. This causes a loss of shear strength and, in many cases, ground settlement. Liquefaction is generally thought to be a problem in earthquake-prone areas where conditions that promote liquefaction are present in the upper 50 feet of earth.

For liquefaction to occur, all the following four conditions must be present:

- There must be severe ground shaking, such as occurs during a strong earthquake.
- The soil material must be saturated or nearly saturated, generally below the water table.
- The corrected normalized standard penetration test (SPT) blow counts ($N_1$) or the CPT tip resistance (Q) must be relatively low.
- The soil material must be granular (usually sands or silts) with, at most, only low plasticity. Clayey soils and silts of relatively high plasticity are generally not subject to liquefaction.

Our liquefaction potential assessment was performed using the computer program CLiq Version 2.2.0.18 developed by Geologismiki, which provides results and plots of the calculations. The liquefaction potential analysis is performed using the Robertson method (T.L. Youd, et al., 1996). The program provides the basic CPT data interpretation through to final plots of factor-of-safety, liquefaction potential index, and post-earthquake displacements, including vertical settlement.

The liquefaction analysis assumed a design earthquake magnitude of 7.26 ($M_W$) and a peak ground acceleration (PGA) of 0.63g, as determined in our site seismicity analysis discussed in Sections 2.1 and 3.6. A design groundwater depth of 7.0 feet was used for the analysis as discussed in Section 2.2.

Our analysis indicated a significant liquefaction potential at the subject site, with overall probability and risk for liquefaction from low to high. The calculated liquefaction settlement in the upper 50 feet in both CPT-1 and CPT-2 was 4 inches. Ninyo and Moore (2007) calculated liquefaction settlement for the CNG fuel station of 6 inches. However, their analysis was based on boring data alone and did not include CPT data, which today is considered more accurate.

Potential surface manifestations such as sand boils and loss of bearing capacity caused by liquefaction is a function of the thickness of the non-liquefiable surface cover (consisting of the reworked onsite materials plus design fill) over the thickness of the underlying liquefiable layers. Based on the generalized subsurface profile and our overall liquefaction evaluation, the site has a potential for ground surface damage caused by liquefaction. Because of the relatively small

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improvement area with an existing paved site, lateral spread analysis was not performed for this study.

The liquefiable layers included thin sandy lenses less than a foot thick but were predominantly layers that were 2 to 4 feet thick. Numerous liquefiable layers are distributed relatively evenly from 5 to 45 feet. In other words, there were no large zones of liquefiable and non-liquefiable layers in that soil column. Three of the four inches of estimated total settlement is predicted to take place in the upper 30 to 35 feet of soil.

The liquefaction analysis summaries are included in Appendix D.

## 2.5 Settlement Potential

The seismic settlements of 3 to 4 inches due to potential liquefaction are likely to govern structural design. The design liquefaction settlement values with various levels of mitigation are provided in Section 3.4, Ground Improvement. Consistent with the findings of prior studies, total static and differential settlements should not exceed 1 inch and ½ inch over a 40-foot span respectively. The resulting ground pressure beneath the 10-ton storage tank should be relatively low with a reasonably sized spread foundation. With the sandy site soil, a significant percentage of the static settlement will occur during construction.

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# 3.0 CONCLUSIONS AND PRELIMINARY RECOMMENDATIONS

## 3.1 Conclusions

Based on the results of our study and our understanding of the proposed project, the subject hydrogen fueling improvements planned at the site are feasible, provided the recommendations herein are implemented for design and construction.

The primary geotechnical constraint at the site requiring design mitigation is the usual seismic ground shaking from nearby active faults and the resulting potential liquefaction.

The following recommendations are preliminary and are subject to review/revision once structural loads and plans are finalized and if unexpected soil conditions are encountered during construction. The recommendations are also considered minimum and may be superseded by more stringent requirements of others.

## 3.2 Site Preparation and Earthwork

### 3.2.1 Site Preparation

Following demolition and disposal of the existing concrete in the storage equipment area and establishment of design subgrades, the upper 12 inches of soil should be scarified, moisture conditioned as needed, and compacted with heavy equipment. If lighter compaction equipment such as "whackers" or small vibratory plates are used, the upper six inches below design grades should be removed. The bottom 6 inches should be scarified and compacted prior to placement and compacting of the final 6-inch lift. Areas where existing utilities or other buried structures are removed should be backfilled with compacted and certified fill.

### 3.2.2 Fill Placement

Import soils are not expected for the subject project. Onsite materials that are relatively free of deleterious material should be suitable for use as compacted fill. Fill materials should be at or slightly above optimum moisture content per ASTM D1557. Relative minimum compaction of fills below foundations and non-vehicular pavements should be 90 percent per ASTM D1557. For PCC pavements constructed directly on soil subgrade, the subgrade should have a minimum relative compaction of 95 percent.

## 3.3 Settlement Potential and Ground Improvement

Ground improvement to mitigate the potential liquefaction hazards of settlement and loss of bearing capacity are recommended for the proposed project. The following table provides the recommended design values of settlement depending on the depth of ground improvement. An analysis of the cost of ground improvement and resulting foundation cost may dictate the selected depth of ground improvement.

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| *Ground Improvement Zone* | *Resulting Total Remaining Settlement* | *Differential Settlement Over a 40-Foot Span* |
|---|---|---|
| 5 to 10 feet | 3 inches | 1.5 inch |
| 5 to 25 feet | 2 inches | 1 inch |
| 5 to 35 feet | 1 inch | ½ inch |

Due to the critical nature of the fueling facility, we recommend the treatment zone to a sufficient depth to limit the total settlement to 1 inch or less. Foundations should be designed accordingly. Per our consultations with a ground improvement contractor, ground improvement methods such as deep soil mixing and stone columns that require taller equipment masts will not be feasible due to the proximity of existing overhead power lines (electrical arcing hazard). Therefore, the most viable method will be compaction grouting. That method also will generate less quantities of soil spoils and result in the least amount of disruption of bus facility operation. Static load settlements are expected to be relatively minor with the site conditions and will be mitigated if structures are designed for a total seismic settlement of 1 inch with a differential settlement of ½ inch over a 40-foot span.

## 3.4 Foundation and Slab Design Guidelines

The following foundation recommendations are provided for onsite soils (no imported soil) with the assumption that the recommendations included in Section 3.2 are implemented during preparation of the site. The geotechnical parameters and recommendations provided are intended for the design of the footings, slab, and foundation system of the proposed structures. The design of shallow footings and slab-on-grade foundations may require collaboration between the geotechnical and structural engineers based on the anticipated structural loading conditions and considering the requirements of the 2022 CBC. The allowable bearing values are for native soils without ground improvements. Much higher bear values may be used for foundations on improved ground. Those values will require selection of the improvement method and would be provided by the specialty contractor's engineer.

### 3.4.1 Allowable Bearing Capacity and Other Parameters

The recommended net allowable bearing capacity for a 2-foot-square footing embedded 18 inches below adjacent grade is 1,800 psf. For other sized continuous and isolated footings, including retaining walls the following formula may be used:

$q_{all} = 700\ D + 200\ B + 350 \leq 4{,}000$ psf, where:

D = embedment depth of footing, in feet

B = width of footing, in feet

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The following parameters may be used for design of foundation and slabs on grade:

- Soil unit weight = 120 pcf
- Coefficient of Friction = 0.35
- Passive resistance = 330 psf
- Mat foundation subgrade modulus ($k_v$) of 150 pci
- For mats of a specific width B, use subgrade modulus: $k_b = k_v[(B+1)/2B]^2$

The dead load of concrete below adjacent grades (buried concrete foundations) may be neglected. The allowable bearing pressure and friction coefficient may be increased by one-third for wind and seismic loading. Full design values may be assumed when combining passive and frictional lateral resistances.

### 3.4.2 Slabs-on-Grade

Slabs-on-grade at this site may be construction directly on competent native soil. Structural slabs-on-grade design is the purview of the structural engineer.

Vehicular pavement recommendations are provided in Section 3.8, Pavements.

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## 3.5 Seismic Design

The following table summarizes the seismic design criteria for the subject site. The seismic design parameters are developed in accordance with 2022 CBC and ASCE 7-16, including Supplement Nos. 1 through 3.

| ***Selected Seismic Design Parameters from 2022 CBC/ASCE 7-16*** | ***Seismic Design Values*** | ***Reference*** |
|---|---|---|
| Latitude | 33.7651 North | |
| Longitude | 117.9250 West | |
| Controlling Seismic Source | Compton Fault | USGS, 2024 |
| Distance to Controlling Seismic Source | 6.9 Miles (11.2 km) | USGS, 2024 |
| **Site Class** per Table 20.3-1 of ASCE 7-16 | D | |
| **Ss**, Spectral Acceleration for Short Periods | 1.35 g | SEA/OSHPD, 2024 |
| **$S_1$**, Spectral Accelerations for 1-Second Periods | 0.48 g | SEA/OSHPD, 2024 |
| **$F_a$**, Site Coefficient, Table 11.4-1 of ASCE 7-16 | 1.0 | SEA/OSHPD, 2024 |
| **$F_v$**, Site Coefficient, Table 11.4-2 of ASCE 7-16 | 1.82 | |
| **$S_{DS}$**, Design Spectral Response Acceleration at Short Periods from Equation 11.4-3 of ASCE 7-16 | 0.90 g | SEA/OSHPD, 2024 |
| **$S_{D1}$**, Design Spectral Response Acceleration at 1-Second Period from Equation 11.4-4 of ASCE 7-16 | 0.87 g* | |
| **$T_S$**, $S_{D1}$/ $S_{DS}$, Section 11.4.6 of ASCE 7-16 | 0.97 sec* | |
| **$T_L$**, Long-Period Transition Period | 8 sec | SEA/OSHPD, 2024 |
| **$PGA_M$**, Peak Ground Acceleration Corrected for Site Class Effects from Equation 11.8-1 of ASCE 7-16 | 0.63 g | SEA/OSHPD, 2024 |
| **Seismic Design Category**, Section 11.6 of ASCE 7-16 | D | |

**These values have been increased by 50% as outlined in Supplement No. 3 of ASCE 7-16 Chapter 11.4.8.*

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## 3.6 Lateral Earth Pressures for Retaining Structures

Recommendations for lateral earth pressures for retaining walls and structures (if any) with approved onsite drained soils are listed below. These parameters are based on a soil internal friction angle of 28 degrees and soil unit weight of 120 pcf.

| Lateral Earth Pressures | |
|---|---|
| Equivalent Fluid Pressure (psf/ft.) | |
| ***Conditions*** | ***Level*** |
| Active | 43 |
| At Rest | 64 |
| Passive | 330 |

Retaining structures/walls may also need to be designed for additional lateral loads if other structures are planned within a 1H:1V projection.

Drainage behind retaining walls should also be provided for wall retaining more than 30 inches of soil (net difference in grades in front of wall and behind wall).

To design an unrestrained retaining wall, such as a cantilever wall, the active earth pressure may be used. For a restrained retaining wall, the at-rest pressure should be used. Passive pressure is used to compute lateral soils resistance developed against lateral structural movement. The passive pressures provided above may be increased by one-third for wind and seismic loads. Passive resistance is taken into account only if it is ensured that the soil against embedded structure will remain intact with time.

For sliding resistance, the friction coefficient of 0.35 may be used at the concrete and soil interface. The coefficient of friction may be increased by one-third for wind and seismic loads. The retaining walls may also need to be designed for additional lateral loads if other structures or walls are planned within a 1H:1V projection. Full design values may be assumed when combining passive and frictional resistances.

Seismic lateral earth pressure does not apply to walls retaining less than, or equal to, 6 feet of soil (2022 CBC Section 1803.5.12). No significant retaining walls are anticipated for this project.

## 3.7 Pavements

### 3.7.1 Vehicular Pavements

At minimum, new vehicular pavements should match the existing concrete pavements which are on the order of 8 inches thick, reinforced with No. 4 rebar at 18 inches on-center in both directions. This section has performed well at the site owing to the design and the excellent subgrade soils.

Repairs to saw cut concrete pavement should match the existing thicknesses. Slip dowels equivalent to No. 4 reinforcing bar should be provided at repair joints embedded a minimum of 6 inches on both sides of the joint and spaced at 18 inches on center.

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### 3.7.2 Non-vehicular Pavement

Non-structural, non-vehicular PCC pavements should be a minimum of 4 inches thick. Steel reinforcement is not considered necessary due to the non-expansive nature of site soils.

Should asphalt paving be selected for non-vehicular areas in the storage equipment area, a minimum thickness of 4 inches of asphalt concrete (AC) over native subgrade is recommended. AC pavement should be constructed in accordance with Standard Specifications for Public Works Construction (Green Book) specifications.

Subgrades for the pavements constructed on native subgrade should be prepared and compacted as recommended in Section 3.3.2 (95 percent relative compaction).

Decomposed granite (DG) material for non-vehicular spaces should be placed in accordance with the product specifications and compacted to a minimum of 90 percent.

## 3.8 Soil Corrosivity and Cement Type

Soil at the site is considered "non-corrosive" with respect to metals in contact with it.

Concrete mix requirements for structural concrete may be based on the "S0" exposure class of Table 19.3.2.1 in ACI-318-14 that lists the appropriate type of cement, maximum water-cement ratio, and minimum concrete compressive strength. The chloride levels within the soils are classified as Class C0 (negligible).

## 3.9 Pipelines, Trench Excavations, and Backfill

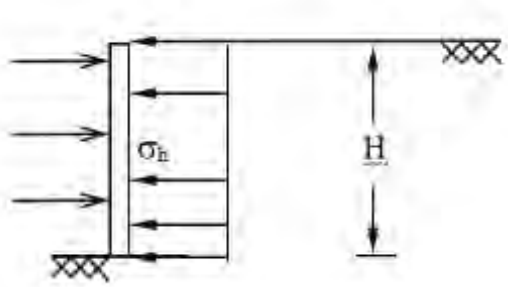
Utility and pipeline trenches parallel to existing structures should not be located below a 1:1 projection down from structural foundation bottoms within 10 lateral feet of the edge of such footings. Exceptions may be reviewed and accepted by a geotechnical consultant.

### 3.9.1 Excavations

Excavations should conform to the latest edition of OSHA requirements (shoring or layback of trench or excavation walls). The compacted near-surface soils across most of the site are anticipated to be classified as Type B for CalOSHA trenching and shoring requirements. Excavations deeper than approximately 4 feet below existing ground surface may encounter friable, running sands and should be classified as Type C soils. Any soil with groundwater should also be considered Type C.

The published OSHA shoring design systems may be used for conventional shoring excavations less than 20 feet in depth. Soil loadings are provided below that do not include the effects of the additional loads from other surcharges. The geotechnical consultant should review the conditions during the deeper excavation and installation of shoring. Care should be taken at all times by personnel and/or equipment operators working adjacent to the excavations.

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Where $\sigma_h = 28H$

**Temporary Shoring Earth Pressure**

### 3.9.2 Bedding and Backfills

Trench bottoms for pipe and conduit should expose competent soil. Bedding and pipe zone materials (shading) should be relatively clean sands with a sand equivalent of 30 or greater. Open graded gravel is not recommended due to the fine sands and silts that will surround the sand.

Native granular soils should generally be suitable for use as trench backfill. Backfill materials should be compacted to a minimum relative compaction of 90 percent (per ASTM D1557). We recommend that moisture content of native backfill to be over optimum moisture content. Native soils that are found to be wet will require reprocessing (e.g., mixing or drying) to achieve the uniform moisture content. Select backfill may be used in lieu of native soils. Sands with a sand equivalent of 30 or greater may be placed as backfill and water jetted for densification.

Special bedding material may be required for trenches that encounter wet and soft soils at pipe depth. Recommendations provided after observing field conditions may include removal and replacement of the soft soil with more competent material and/or geofabric reinforcement of the bottom and pipe bedding.

## 3.10 Surface Drainage

Surface drainage should be carefully taken into consideration during design and construction. Positive surface drainage should be provided to direct surface water and storm runoff away from structures and other improvements to suitable drainage devices. Ponding of water adjacent to the structures and equipment areas should not be allowed. Paved areas should be provided with adequate drainage devices, gradients, and curbing to prevent run-off flowing from paved areas onto adjacent unpaved areas.

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## 3.11 Additional Geotechnical Review and Evaluation

Future improvement plans including underground piping and utilities, and the equipment foundation plans should be reviewed and accepted by the geotechnical consultant upon completion to verify that the assumptions for design and the construction details are consistent with the conclusions and recommendations in this report.

## 3.12 Observation and Testing During Site Preparation and Construction

The findings, conclusions and recommendations in this report are based upon interpretation of data and data points having limited spatial extent. Anticipated geotechnical conditions should be verified during site preparation, any grading and construction. At minimum, geotechnical observation and testing should be conducted during construction at the following stages:

- During site preparation, clearing and demolition, prior to site processing;
- During backfill of excavations after removal of existing structures, improvements, and utility pipelines;
- During earthwork operations, including remedial removals (if any are required) and fill placement;
- During excavation, backfilling and installation of utilities and pipelines;
- Upon completion of any foundation excavations, prior to placement of reinforcement and concrete;
- During slab and hardscape subgrade preparation prior to pavement construction;
- During construction of structural pavement sections;
- During construction of retaining walls, including subdrains (if any); and,
- When any unusual soil conditions are encountered.

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# 4.0 LIMITATIONS

This report has been prepared for the exclusive use of our client, Dahl Taylor and Associates, and the project owner, OCTA, within the specific scope of services requested by them for the subject hydrogen fueling improvements at the subject site. This report or its contents should not be used or relied upon for other projects or purposes or by other parties without the written consent of NMG, our client, and OCTA and the involvement of a geotechnical professional. The means and methods used by NMG for this study are based on local geotechnical standards of practice, care, and requirements of governing agencies. No warranty or guarantee, express or implied is given.

The findings, conclusions, and recommendations herein are professional opinions based on interpretations and inferences made from geologic and engineering data from specific locations and depths, observed or collected at a given time. By nature, geologic conditions can vary from point to point, can be very different in between points, and can also change over time. Our conclusions and recommendations are subject to verification and/or modification during excavation and construction when more subsurface conditions are exposed.

NMG's expertise and scope of services did not include assessment of potential subsurface environmental contaminants or environmental health hazards.

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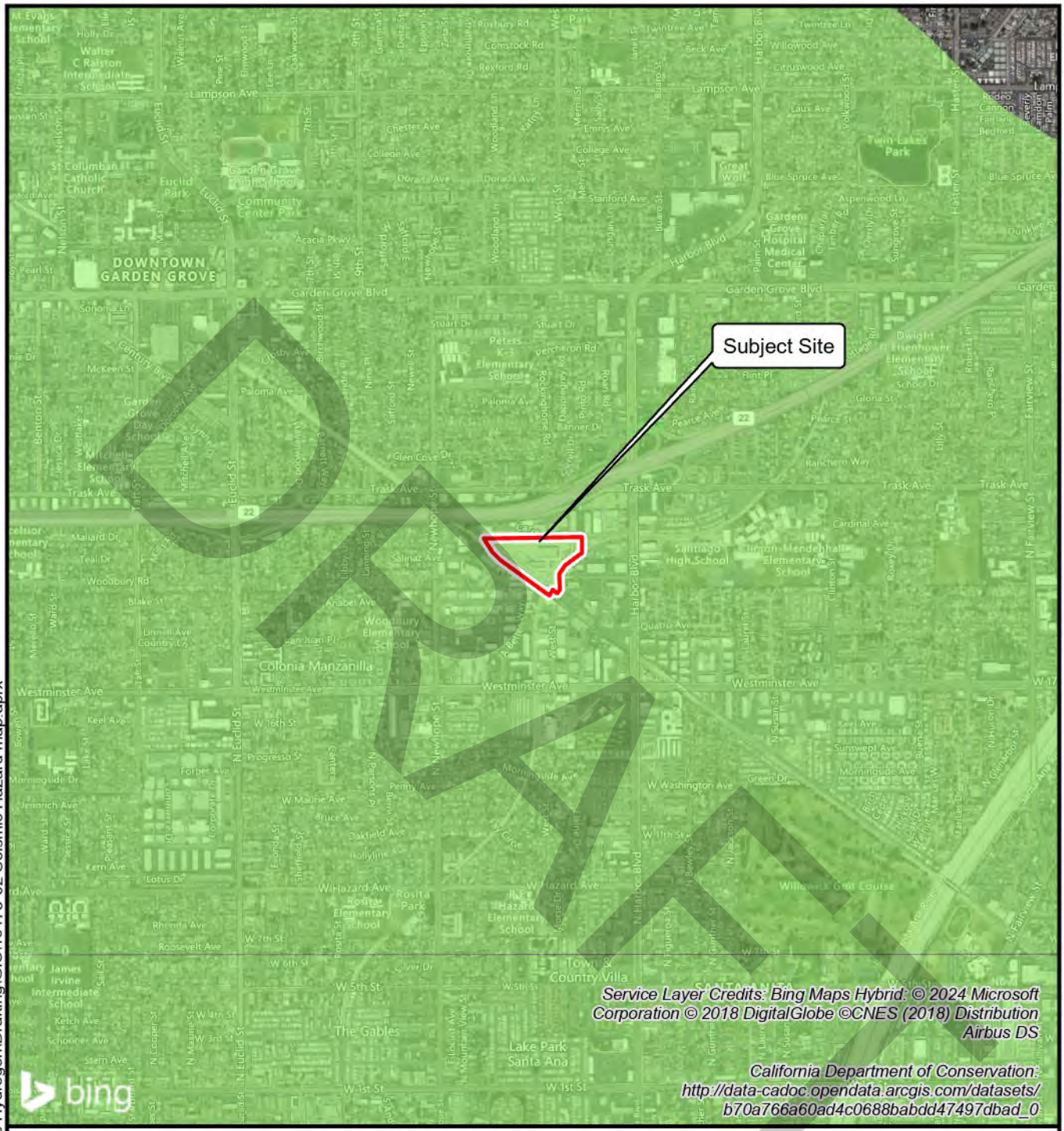

# SITE LOCATION MAP

OCTA GARDEN GROVE BUS MAINTENANCE FACILITY
11790 CARDINAL CIRCLE
CITY OF GARDEN GROVE, CALIFORNIA

Project Number: 19175-02 By: TM
Project Name: Dahl Taylor/OCTA G.G.
Date: 8/6/2024 Figure 1

NMG

P:\2019\19175-02 Dahl Taylor OCTA GG Bus Base Hydrogen\Drafting\GIS\19175-02 Site location map.aprx




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**Legend**

- Liquefaction Zones
- Earthquake-Induced Landslide Zones

0 1,000 2,000 Feet

1 inch =2,000 feet

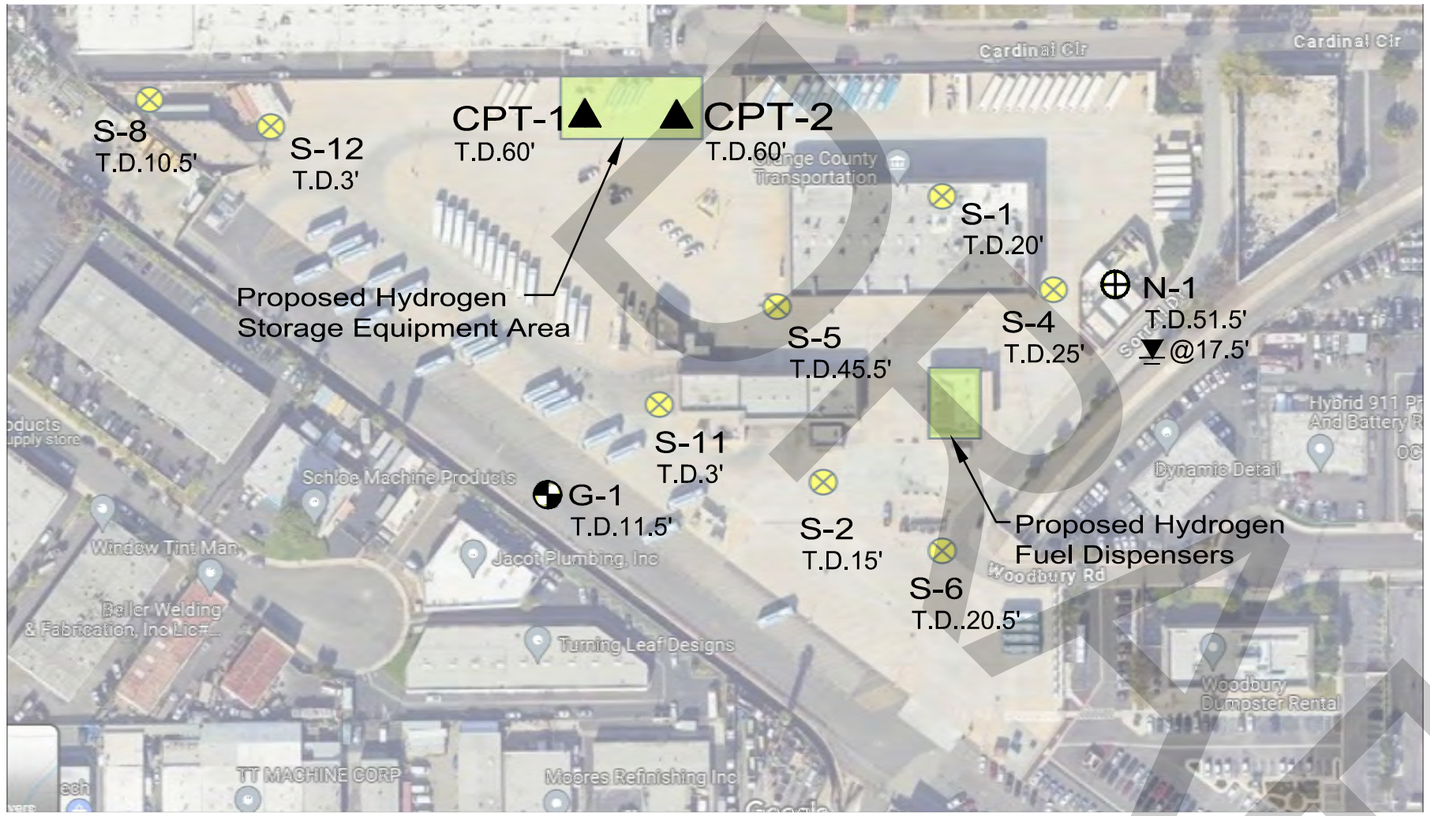
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# SEISMIC HAZARDS MAP

Base: California Geological Survey, Earthquake Zones of Required Investigation, Tustin Quadrangle
Dated: January 17, 2001

| | | |
|---|---|---|
| OCTA GARDEN GROVE BUS MAINTENANCE FACILITY<br>11790 CARDINAL CIRCLE<br>CITY OF GARDEN GROVE, CALIFORNIA | Project Number: 19175-02 By: TM<br>Project Name: Dahl Taylor/OCTA G.G.<br>Date: 8/6/2024 Figure 2 | NMG |

P:\2019\19175-02 Dahl Taylor OCTA GG Bus Base Hydrogen\Drafting\GIS\19175-02 Seismic Hazard map.aprx




# LEGEND

*ALL LOCATIONS ARE APPROXIMATE*

| | |
|---|---|
| ▲CPT-2<br>T.D.60' | CONE PENETROMETER TEST BY NMG THIS STUDY SHOWING TOTAL DEPTH |
| G-1<br>T.D.11.5' | BORING BY GROUP DELTA (2014) SHOWING TOTAL DEPTH |
| N-1<br>T.D.51.5'<br>▼@17.5' | BORING BY NINYO AND MOORE (2007) SHOWING TOTAL DEPTH AND DEPTH TO GROUNDWATER |
| S-12<br>T.D.25' | BORING BY SOILS INTERNATIONAL INC. (1975) SHOWING TOTAL DEPTH |

*BASE MAP : GOOGLE MAPS 2024*

Not to Scale

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## CPT AND BORING LOCATION MAP

OCTA GARDEN GROVE BUS MAINTENANCE FACILITY
11790 CARDINAL CIRCLE
CITY OF GARDEN GROVE, CALIFORNIA

Project Number: 19175-02 BY: TM
Project Name: Dahl Taylor/OCTA G.G.
Date: 8/6/2024 Figure 3

NMG Geotechnical, Inc.

Drawing: P:\2019\19175-02 Dahl Taylor OCTA GG Bus Base Hydrogen\Drafting_MP\19175-02 Boring Location Map.dwg Layout: Layout1 Last Saved: Tue Aug 06, 2024 – 1:39pm Last Plotted: Tue Aug 06, 2024 – 2:39pm By: smorfgewz

# APPENDIX A

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# APPENDIX A

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# APPENDIX A

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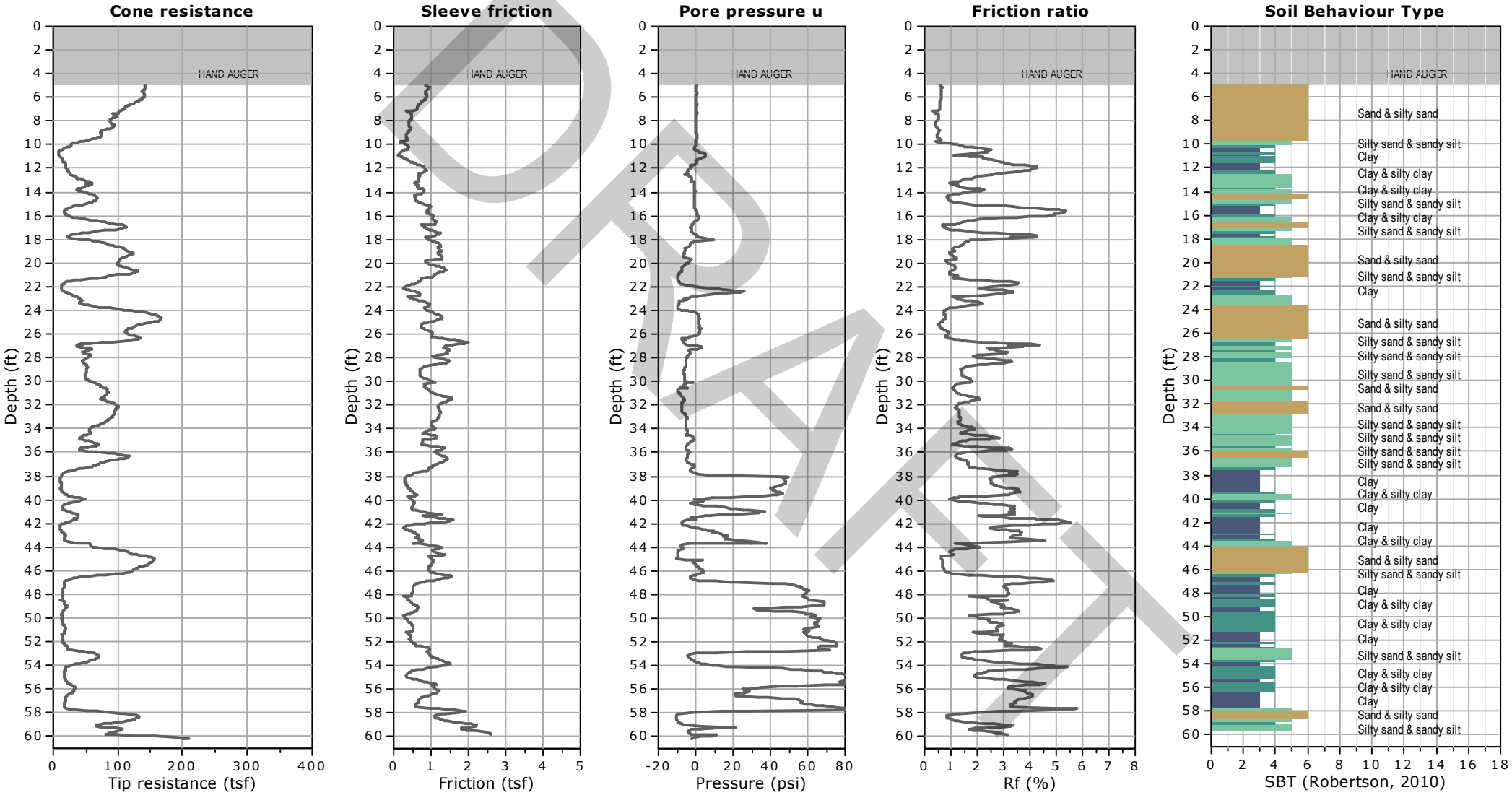
# APPENDIX B

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**Kehoe Testing and Engineering**
714-901-7270
steve@kehoetesting.com
www.kehoetesting.com

**Project:** **NMG Geotechnical / OCTA Garden Grove Bus Base**
**Location:** **11790 Cardinal Cir, Garden Grove, CA**

**CPT-1**
Total depth: 60.18 ft, Date: 6/28/2024

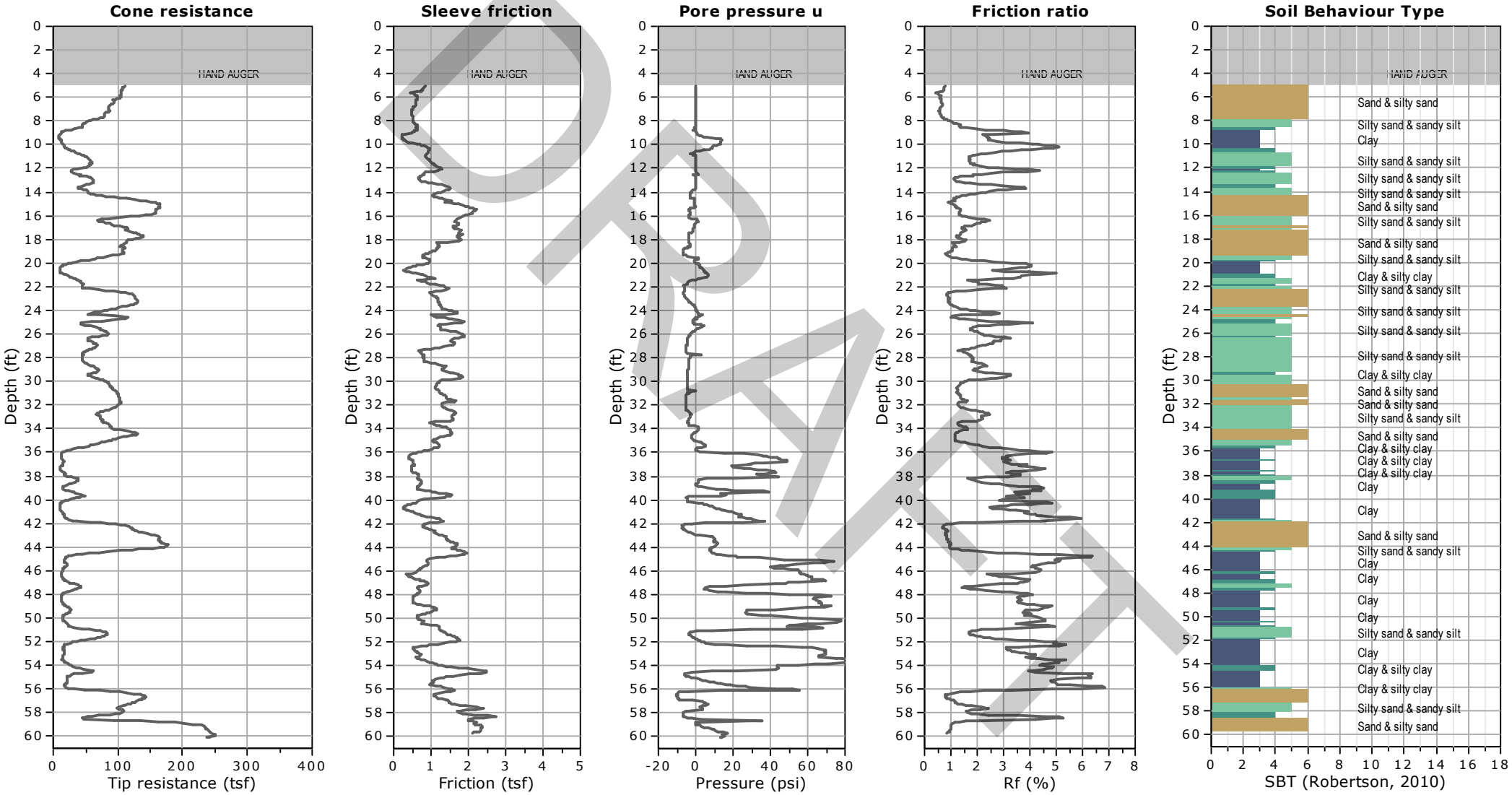



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**Kehoe Testing and Engineering**
714-901-7270
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www.kehoetesting.com

**Project:** **NMG Geotechnical / OCTA Garden Grove Bus Base**
**Location:** **11790 Cardinal Cir, Garden Grove, CA**

**CPT-2**
Total depth: 60.11 ft, Date: 6/28/2024




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# BORING LOGS BY OTHERS

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# BORING RECORD

| PROJECT NAME | PROJECT NUMBER | HOLE ID |
|---|---|---|
| AC Repair Phase 5 - Garden Grove and Fullerton | IR 526 | **A-14-001** |

| SITE LOCATION | START | FINISH | SHEET NO. |
|---|---|---|---|
| Garden Grove, Fullerton, CA | 3/14/2014 | 3/14/2014 | 1 of 1 |

| DRILLING COMPANY | DRILL RIG | DRILLING METHOD | LOGGED BY | CHECKED BY |
|---|---|---|---|---|
| ABC Drilling | CME 75 | Hollow Stem Auger | Terry | Sathis |

| HAMMER TYPE (WEIGHT/DROP) | HAMMER EFFICIENCY (ERi) | BORING DIA. (in) | TOTAL DEPTH (ft) | GROUND ELEV (ft) | DEPTH/*ELEV.* GW (ft) |
|---|---|---|---|---|---|
| Automatic, (140#, 30") | 74 | 8 | 11.5 | NA | ▽ NE / *na* DURING DRILLING |

| DRIVE SAMPLER TYPE(S) & SIZE (ID) | NOTES | |
|---|---|---|
| SPT (1.4"), CAL (2.4") | N60* = 1.23 Nspt = 0.83 Ncal | ▼ NE / *na* AFTER DRILLING |

| DEPTH (feet) | ELEVATION (feet) | SAMPLE TYPE | SAMPLE NO. | PENETRATION RESISTANCE (BLOWS / 6 IN) | BLOW/FT "N" | SPT $N^*_{60}$ | RECOVERY (%) | RQD (%) | MOISTURE (%) | DRY DENSITY (pcf) | ATTERBERG LIMITS (LL:PI) | OTHER TESTS | DRILLING METHOD | GRAPHIC LOG | DESCRIPTION AND CLASSIFICATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | B-1 | | | | | | | | | R | | | ASPHALT (4 to 5 inches)<br>Silty SAND (SM); medium dense; dark gray; moist; mostly fine SAND; trace coarse SAND; some fines; few fine to coarse GRAVEL; nonplastic. |
| | | | R-2-1 | 10<br>16<br>19 | 35 | 29 | | | 13.2 | 105 | | PA | | | Light brown.<br>66% SAND; 34% fines |
| 5 | | | B-3<br>R-4-1 | 5<br>8<br>12 | 20 | 17 | | | 4.0 | 94 | | | | | Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine SAND; few fines; nonplastic. |
| 10 | | | R-5-1 | 3<br>3<br>7 | 10 | 8 | | | 18.4 | 108 | | | | | Sandy lean CLAY (CL); stiff to very stiff; brown; moist; mostly fines; some fine SAND; medium plasticity; PP=2.0. |
| | | | | | | | | | | | | | | | Bottom of borehole at 11.5 feet.<br>Boring terminated at planned depth. |
| 15 | | | | | | | | | | | | | | | This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010). |
| 20 | | | | | | | | | | | | | | | |

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GDC_LOG_BORING_2011 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDCLOG.GDT 4/7/14

GROUP DELTA CONSULTANTS, INC.
32 Mauchly, Suite B
Irvine, CA 92618

THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.

FIGURE
A-2

# BORING RECORD

| PROJECT NAME | PROJECT NUMBER | HOLE ID |
|---|---|---|
| AC Repair Phase 5 - Garden Grove and Fullerton | IR 526 | **A-14-002** |

| SITE LOCATION | START | FINISH | SHEET NO. |
|---|---|---|---|
| Garden Grove, Fullerton, CA | 3/14/2014 | 3/14/2014 | 1 of 1 |

| DRILLING COMPANY | DRILL RIG | DRILLING METHOD | LOGGED BY | CHECKED BY |
|---|---|---|---|---|
| ABC Drilling | CME 75 | Hollow Stem Auger | Terry | Sathis |

| HAMMER TYPE (WEIGHT/DROP) | HAMMER EFFICIENCY (ERi) | BORING DIA. (in) | TOTAL DEPTH (ft) | GROUND ELEV (ft) | DEPTH/*ELEV.* GW (ft) |
|---|---|---|---|---|---|
| Automatic, (140#, 30") | 74 | 8 | 11.5 | NA | ▽ NE / *na* DURING DRILLING |

| DRIVE SAMPLER TYPE(S) & SIZE (ID) | NOTES | |
|---|---|---|
| SPT (1.4"), CAL (2.4") | N60* = 1.23 Nspt = 0.83 Ncal | ▼ NE / *na* AFTER DRILLING |

| DEPTH (feet) | ELEVATION (feet) | SAMPLE TYPE | SAMPLE NO. | PENETRATION RESISTANCE (BLOWS / 6 IN) | BLOW/FT "N" | SPT $N^*_{60}$ | RECOVERY (%) | RQD (%) | MOISTURE (%) | DRY DENSITY (pcf) | ATTERBERG LIMITS (LL:PI) | OTHER TESTS | DRILLING METHOD | GRAPHIC LOG | DESCRIPTION AND CLASSIFICATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | | | B-1 | | | | | | | | | R | | | ASPHALT (3 inches)<br>AGGREGATE BASE (7 inches)<br>Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine SAND; trace fine GRAVEL; nonplastic. |
| | | | R-2-1 | 10<br>13<br>17 | 30 | 25 | | | 5.9 | 106 | | PA | | | 88% SAND; 11% fines; 1% GRAVEL |
| 5 | | | B-3 | 5 | 19 | 16 | | | | | | | | | Few medium SAND; no GRAVEL. |
| | | | R-4-1 | 8<br>11 | | | | | 2.9 | 96 | | | | | |
| 10 | | | R-5-1 | 5<br>8<br>12 | 20 | 17 | | | 10.5 | 90 | | | | | Silty SAND (SM); medium dense; light brown; moist; mostly fine SAND; little fines; nonplastic.<br>Bottom of borehole at 11.5 feet.<br>Boring terminated at planned depth. |
| 15 | | | | | | | | | | | | | | | This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010). |
| 20 | | | | | | | | | | | | | | | |

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GDC_LOG_BORING_2011 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDCLOG.GDT 4/7/14

GROUP DELTA CONSULTANTS, INC.
32 Mauchly, Suite B
Irvine, CA 92618

THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.

FIGURE
A-3

# BORING RECORD

| PROJECT NAME | PROJECT NUMBER | HOLE ID |
|---|---|---|
| AC Repair Phase 5 - Garden Grove and Fullerton | IR 526 | **A-14-003** |

| SITE LOCATION | START | FINISH | SHEET NO. |
|---|---|---|---|
| Garden Grove, Fullerton, CA | 3/14/2014 | 3/14/2014 | 1 of 1 |

| DRILLING COMPANY | DRILL RIG | DRILLING METHOD | LOGGED BY | CHECKED BY |
|---|---|---|---|---|
| ABC Drilling | CME 75 | Hollow Stem Auger | Terry | Sathis |

| HAMMER TYPE (WEIGHT/DROP) | HAMMER EFFICIENCY (ERi) | BORING DIA. (in) | TOTAL DEPTH (ft) | GROUND ELEV (ft) | DEPTH/*ELEV.* GW (ft) |
|---|---|---|---|---|---|
| Automatic, (140#, 30") | 74 | 8 | 11.5 | NA | ▽ NE / *na* DURING DRILLING |

| DRIVE SAMPLER TYPE(S) & SIZE (ID) | NOTES | |
|---|---|---|
| SPT (1.4"), CAL (2.4") | N60* = 1.23 Nspt = 0.83 Ncal | ▼ NE / *na* AFTER DRILLING |

| DEPTH (feet) | ELEVATION (feet) | SAMPLE TYPE | SAMPLE NO. | PENETRATION RESISTANCE (BLOWS / 6 IN) | BLOW/FT "N" | SPT $N^*_{60}$ | RECOVERY (%) | RQD (%) | MOISTURE (%) | DRY DENSITY (pcf) | ATTERBERG LIMITS (LL:PI) | OTHER TESTS | DRILLING METHOD | GRAPHIC LOG | DESCRIPTION AND CLASSIFICATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | | | | | | | | | | | | | | | ASPHALT (2.5 to 3 inches)<br>AGGREGATE BASE (6.5 inches)<br>Silty SAND (SM); medium dense; light brown; moist; mostly fine SAND; few medium SAND; trace coarse SAND; little fines; nonplastic. |
| | | | B-1 | 7 | | | | | | | | | | | |
| | | | R-2-1 | 10<br>11 | 21 | 17 | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | Poorly-Graded SAND with SILT (SP-SM); medium dense; light brown; moist; mostly fine to medium SAND; trace coarse SAND; few fines; nonplastic. |
| | | | R-3-1 | 6<br>8<br>10 | 18 | 15 | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | Bottom of borehole at 11.5 feet.<br>Boring terminated at planned depth.<br><br>This Boring Record was prepared in accordance with the Caltrans Soil & Rock Logging, Classification, and Presentation Manual (2010). |
| | | | R-4-1 | 3<br>8<br>15 | 23 | 19 | | | | | | | | | |
| 15 | | | | | | | | | | | | | | | |
| 20 | | | | | | | | | | | | | | | |

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GROUP DELTA CONSULTANTS, INC.
32 Mauchly, Suite B
Irvine, CA 92618

THIS SUMMARY APPLIES ONLY AT THE LOCATION OF THIS BORING AND AT THE TIME OF DRILLING. SUBSURFACE CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH THE PASSAGE OF TIME. THE DATA PRESENTED IS A SIMPLIFICATION OF THE ACTUAL CONDITIONS ENCOUNTERED.

FIGURE
A-4

**ADDENDUM NO. 2 ATTACHMENT B**

DATE DRILLED 8/20/07 BORING NO. B-1

GROUND ELEVATION 85' ± (MSL) SHEET 1 OF 3

METHOD OF DRILLING 8" Hollow-Stem Auger (Martini Drilling Company)

DRIVE WEIGHT 140 lbs. (Auto. Trip Hammer) DROP 30"

SAMPLED BY JRS LOGGED BY JRS REVIEWED BY CAP

| DEPTH (feet) | SAMPLES (Bulk / Driven) | BLOWS/FOOT | MOISTURE (%) | DRY DENSITY (PCF) | SYMBOL | CLASSIFICATION U.S.C.S. | DESCRIPTION/INTERPRETATION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | | PORTLAND CEMENT CONCRETE: Approximately 8 1/2 inches thick. |
| | | | | | | SP | AGGREGATE BASE: |
| | | | | | | ML | Brown, dry to damp, medium dense, fine to coarse SAND; little to some gravel; approximately 6 1/2 inches thick. |
| | | | | | | | FILL: Medium to dark brown, damp, medium dense, very fine sandy SILT. |
| 5 | | 28 | 2.8 | 101.3 | | SP | ALLUVIUM: Light brown, dry, medium dense, fine to medium SAND. |
| 10 | | 13 | 16.3 | 113.6 | | SM | Brown, damp, loose, silty very fine to fine SAND. |
| 15 | | 18 | | | | | Moist; medium dense. |
| | | | ▽ | | | | @17.3': Groundwater encountered during drilling. |
| | | | | | | | Saturated. |
| 20 | | | | | | | |

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**BORING LOG**

CNG Facility, OCTA Garden Grove Base
Orange County, California

| PROJECT NO. | DATE | FIGURE |
|---|---|---|
| 207232001A | 12/07 | A-1 |

**ADDENDUM NO. 2 ATTACHMENT B**

DATE DRILLED 3/20/07 BORING NO. B-1

GROUND ELEVATION 85' ± (MSL) SHEET 2 OF 3

METHOD OF DRILLING 8" Hollow-Stem Auger (Martini Drilling Company)

DRIVE WEIGHT 140 lbs. (Auto. Trip Hammer) DROP 30"

SAMPLED BY JRS LOGGED BY JRS REVIEWED BY CAP

| DEPTH (feet) | SAMPLES (Bulk / Driven) | BLOWS/FOOT | MOISTURE (%) | DRY DENSITY (PCF) | SYMBOL | CLASSIFICATION U.S.C.S. | DESCRIPTION/INTERPRETATION |
|---|---|---|---|---|---|---|---|
| 20 | | 53 | 18.6 | 103.1 | | SP | ALLUVIUM: (Continued)<br>Light brown, saturated, dense, fine to medium SAND. |
| 25 | | 37 | | | | | Very dense. |
| 30 | | 16 | 25.0 | 101.8 | | | Brown; medium dense; very fine sandy clay lense. |
| 35 | | 10 | | | | ML | Brown, saturated, medium dense, sandy SILT. |
| 40 | | | | | | | |

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Ninyo & Moore

**BORING LOG**

CNG Facility, OCTA Garden Grove Base
Orange County, California

| PROJECT NO. | DATE | FIGURE |
|---|---|---|
| 207232001A | 12/07 | A-2 |

**ADDENDUM NO. 2 ATTACHMENT B**

DATE DRILLED 8/20/07 BORING NO. B-1

GROUND ELEVATION 85' ± (MSL) SHEET 3 OF 3

METHOD OF DRILLING 8" Hollow-Stem Auger (Martini Drilling Company)

DRIVE WEIGHT 140 lbs. (Auto. Trip Hammer) DROP 30"

SAMPLED BY JRS LOGGED BY JRS REVIEWED BY CAP

| DEPTH (feet) | SAMPLES (Bulk / Driven) | BLOWS/FOOT | MOISTURE (%) | DRY DENSITY (PCF) | SYMBOL | CLASSIFICATION U.S.C.S. | DESCRIPTION/INTERPRETATION |
|---|---|---|---|---|---|---|---|
| 40 | | 17 | 24.1 | 102.3 | | SM | ALLUVIUM: (Continued)<br>Brown, saturated, medium dense, silty fine SAND; few clay. |
| 45 | | 13 | | | | | |
| 50 | | 11 | 22.3 | 101.8 | | MH | Grayish brown, saturated, stiff, clayey SILT; trace coarse sand. |
| 55 | | | | | | | Total Depth = 51.5 feet.<br>Groundwater encountered during drilling at approximately 17.3 feet.<br>Backfilled with bentonite and capped with quick-set concrete on 8/20/07.<br><br>Note:<br>Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report. |
| 60 | | | | | | | |

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Ninyo & Moore

**BORING LOG**

CNG Facility, OCTA Garden Grove Base
Orange County, California

| PROJECT NO. | DATE | FIGURE |
|---|---|---|
| 207232001A | 12/07 | A-3 |

# LOG OF BORING Nº 1

DATE DRILLED 6-18-73 | DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1650 lbs. - 12" drop | SURFACE ELEVATION 98.9

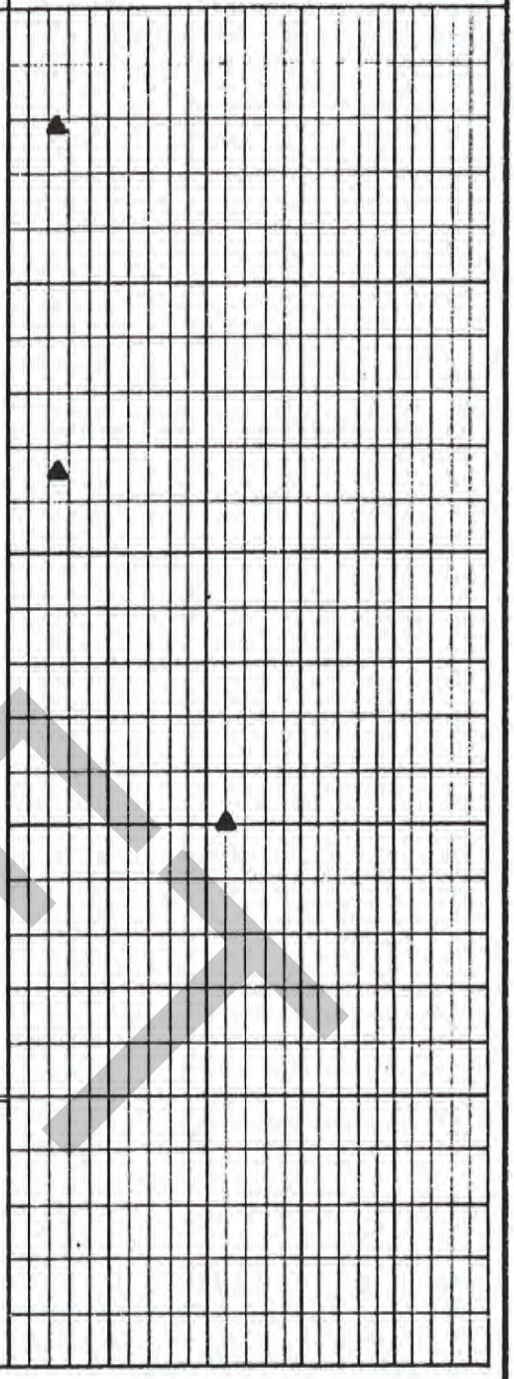
| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT LB. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| 0 | | | FILL: Sand, very fine, slight silty | gray brwn | dry damp | mod loose | 101 |
| | | 2 | SAND, very fine to fine clean | pale gray brwn | | mod comp | |
| 5 | | | fine to medium, clean | | | | |
| | | 2 | fine, sl. silty | olive gray | | | 95 |
| | | | very fine, silty | | moist | | |
| 10 | | | very fine to fine, slight silty, occasional silt lenses | | very moist | comp | |
| 15 | | 8 | | | | | 103 |
| 20 | | | End @ 20.0 ft. | | | | |
| 25 | | | | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT

● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT

▲ 10 20 30 40 50



OCTD Administration and Maintenance Facilities, Garden Grove, California

PROJECT No. S-0040-F1

PLATE B

SOILS INTERNATIONAL

CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

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# LOG OF BORING Nº 2

| | |
|---|---|
| DATE DRILLED 6/18/73 | DRILLING EQUIPMENT Bucket Auger |
| DRIVING WEIGHT 1650 lbs. - 12" drop | SURFACE ELEVATION 98.9 |

| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT L.B. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| | | | FILL: Sand, fine, sl. silty | gray brwn | dry damp | loose mod comp | |
| | | | SAND, very fine to fine, slight silty | | | | |
| | | | fine, clean | pale gray brwn | dry | | |
| 5 | | | | | | | 98 |
| | ● | 6 | | | moist | | |
| | | | fine, sl. silty | olive | | comp | |
| | ● | 4 | very fine, silty | gray | | | 108 |
| 10 | | | very fine to fine, slight silty | | | | |
| | | | fine, clean | pale gray brwn | | | |
| | | | fine, sl. silty | | | | |
| 15 | | | End @ 15.0 ft. | | | | |
| 20 | | | | | | | |
| 25 | | | | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT
● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT
▲ 10 20 30 40 50

DRAFT

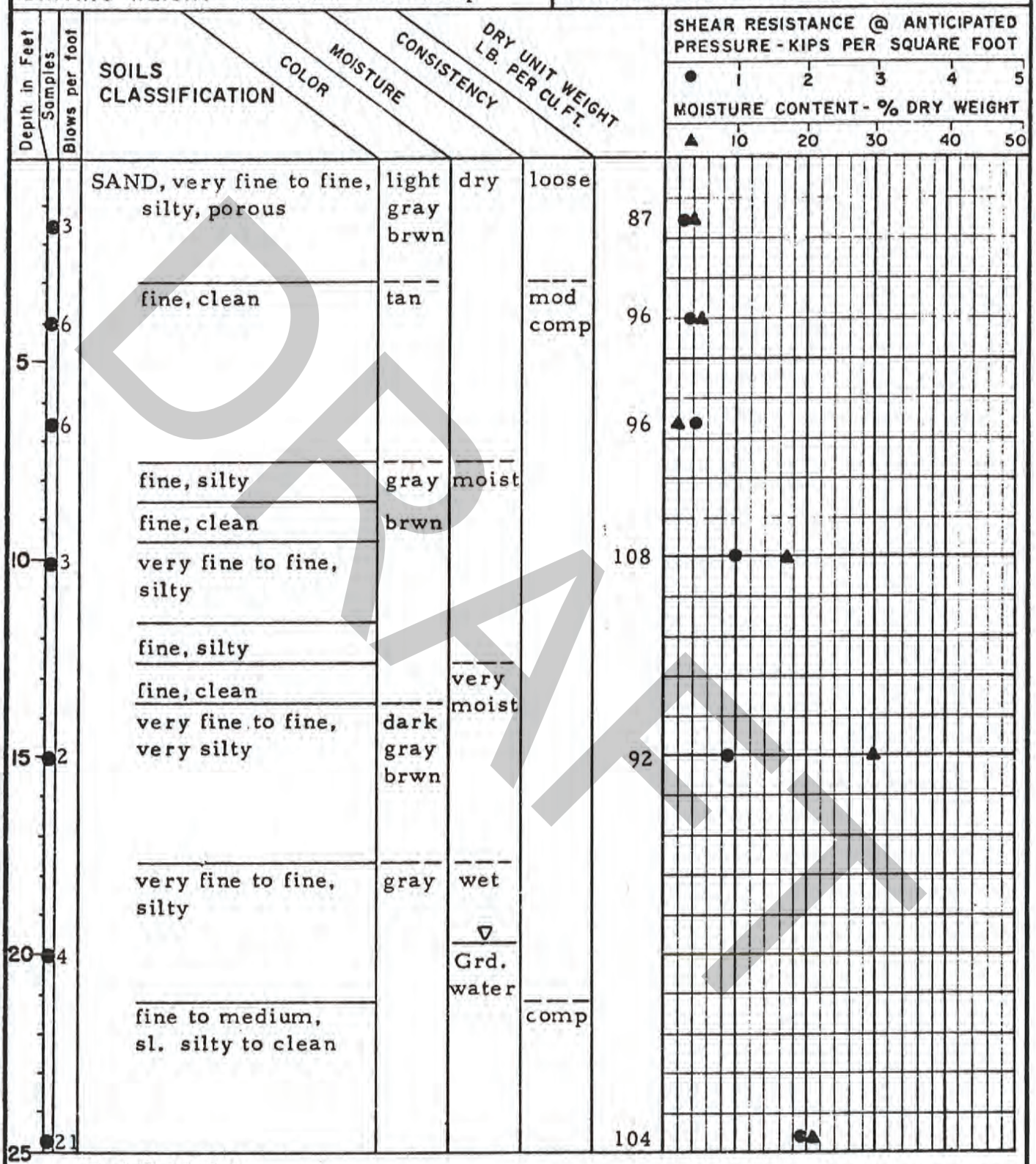
OCTD Administration and Maintenance Facilities, Garden Grove, California

| | |
|---|---|
| PROJECT No. | S-0040-F1 |
| PLATE | C |

# LOG OF BORING Nº 4

DATE DRILLED 6/5/75 | DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION 99.4




End @ 25.0 ft.

OCTD Administration and Maintenance Facilities, Garden Grove, California

| PROJECT No. | S-0040-F1 |
|---|---|
| PLATE | E |

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

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# LOG OF BORING Nº 5

| | |
|---|---|
| DATE DRILLED 6/4/75 | DRILLING EQUIPMENT Bucket Auger |
| DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION 98.7 |

| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT L.B. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| | | | SAND, very fine to fine silty porous | gray | dry | loose | 85 |
| | | 3 | | | | | |
| | | | fine, clean | tan | | mod comp | 95 |
| | | 4 | | | | | |
| 5 | | | | | | | |
| | | 5 | | gray brwn | moist | | 100 |
| | | | fine, silty to slight silty | gray | | | |
| 10 | | 2 | | | | | 104 |
| | | | very fine to fine, very silty | | very moist to wet | | 97 |
| | | 6 | | | | | |
| 15 | | | | | | | |
| | | | fine, clean | | ▽ Grd. water | | |
| | | | very fine to fine silty | olive gray | | | 104 |
| 20 | | 3 | | | | | |
| | | | fine to medium, clean | gray | | comp | |
| | | | | | | | 106 |
| 25 | | 21 | | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT
● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT
▲ 10 20 30 40 50

Cont. on Plate G

OCTD Administration and Maintenance Facilities, Garden Grove, California

| | |
|---|---|
| PROJECT No. | S-0040-F1 |
| PLATE | F |

SOILS INTERNATIONAL
CONSULTING FOUNDATION ENGINEERS & ENGINEERING GEOLOGISTS

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# LOG OF BORING Nº 5 cont.

DATE DRILLED 6/4/75 | DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION 98.7

| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT LB. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| | | | SAND, fine to medium, clean | gray | | Sat. | comp |
| | | | very fine to fine, silty | dark gray | | | |
| | | | SILT, sandy, clayey | olive | | | firm |
| 30 | | 8 | SAND, very fine, very silty | gray | | | comp |
| | | | fine, clean | | | | |
| | | | very fine, silty | | | | |
| 35 | | 2 | SILT, sandy, clayey, occasional sand lenses | | | | firm |
| 40 | | 3 | | | | | |
| | | | SAND, fine, silty | | | | comp |
| | | | fine, clean | | | | |
| 45 | | 14 | SILT, sandy | | | | |
| | | | End @ 45.5 ft. | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT

● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT

▲ 10 20 30 40 50

97 90 95 99

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OCTD Administration and Maintenance Facilities, Garden Grove, California

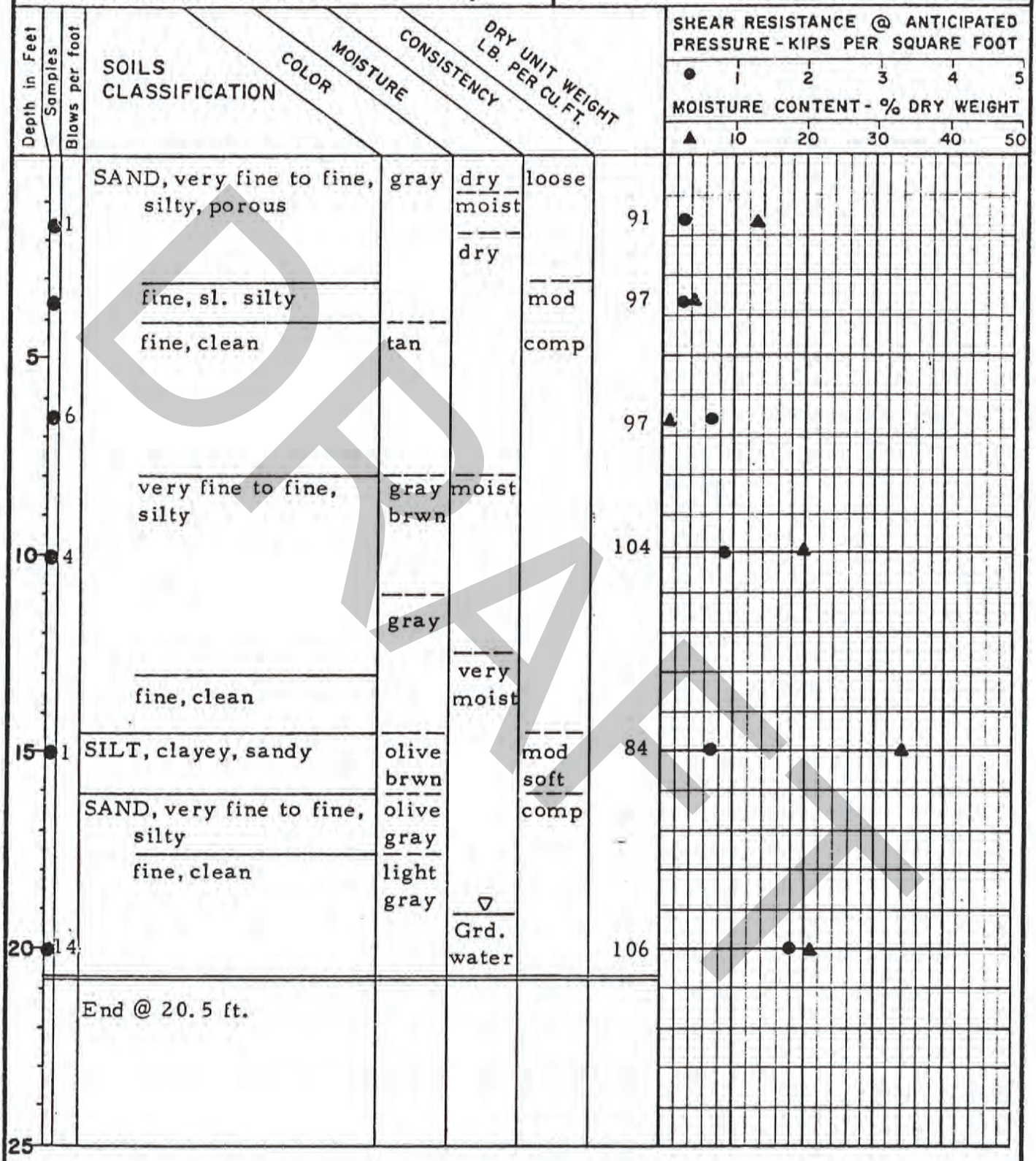
PROJECT No. S-0040-F1

PLATE G

# LOG OF BORING Nº 6

DATE DRILLED 6/4/75 | DRILLING EQUIPMENT Bucket Auger

DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION 99.3




OCTD Administrative and Maintenance Facilities, Garden Grove, California

| PROJECT No. | S-0040-F1 |
|---|---|
| PLATE | H |

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# LOG OF BORING Nº 8

| | |
|---|---|
| DATE DRILLED 6/4/75 | DRILLING EQUIPMENT Bucket Auger |
| DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION 100.1 |

| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT L.B. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| | | | SAND, fine, silty | gray | dry | mod | |
| | | | fine, clean | tan | | loose | 102 |
| | | 3 | | | | mod | |
| | | | | | | comp | |
| | | 4 | fine to medium, clean | | | | 96 |
| 5 | | | | | | | |
| | | | fine to coarse, clean, scat. pea gravel | | | | 104 |
| | | 6 | | | | | |
| | | | fine to medium, clean | | | | |
| 10 | | 5 | | | | | 101 |
| | | | End @ 10.5 ft. | | | | |
| 15 | | | | | | | |
| 20 | | | | | | | |
| 25 | | | | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT

● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT

▲ 10 20 30 40 50

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| | |
|---|---|
| PROJECT No. | S-0040-F1 |
| PLATE | K |

# LOG OF BORING Nº 11 & 12

| | |
|---|---|
| DATE DRILLED 6/4/75 | DRILLING EQUIPMENT Bucket Auger |
| DRIVING WEIGHT 1350 lbs. - 12" drop | SURFACE ELEVATION |

| Depth in Feet | Samples | Blows per foot | SOILS CLASSIFICATION | COLOR | MOISTURE | CONSISTENCY | DRY UNIT WEIGHT LB. PER CU. FT. |
|---|---|---|---|---|---|---|---|
| 0 | | | Nº 11<br>SAND, very fine to fine, very silty | gray brwn | dry | mod loose | |
| 5 | | | End @ 3.0 ft. | | | | |
| 0 | | | Nº 12<br>SAND, fine, sl. silty | gray brwn | dry | mod loose | |
| 5 | | | End @ 3.0 ft. | | | | |

SHEAR RESISTANCE @ ANTICIPATED PRESSURE - KIPS PER SQUARE FOOT
● 1 2 3 4 5

MOISTURE CONTENT - % DRY WEIGHT
▲ 10 20 30 40 50

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| | |
|---|---|
| PROJECT No. | S-0040-F1 |
| PLATE | M |

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# APPENDIX C

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# LAB BY OTHERS

| Boring No. | Sample No. | Depth (ft) | Sample Type | Geologic Unit | USCS Group Symbol | SPT N*60 (blows/ft) | Undrained Shear Strength, Su (ksf) | | | Moisture Content (%) | Dry Unit Weight (pcf) | Total Unit Wt (pcf) | Atterberg Limits | | | Grain Size Distribution (%) by dry weight | | | Clay | Other Tests |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Pocket Pen. | Mini Vane | UU Test | | | | LL | PL | PI | Gravel | Sand | Fines | | |
| A-14-001 | B-1 | 0.3 | BULK | | SM | | | | | | | | | | | | | | | R |
| A-14-001 | R-2 | 2.5 | MC | | SM | 29 | | | | | | | | | | | | | | |
| A-14-001 | R-2-1 | 3.8 | MC | | SM | | | | | 13.2 | 105 | 119 | | | | 0 | 66 | 34 | | PA |
| A-14-001 | B-3 | 4.5 | BULK | | SP-SM | | | | | | | | | | | | | | | |
| A-14-001 | R-4 | 5.0 | MC | | SP-SM | 17 | | | | | | | | | | | | | | |
| A-14-001 | R-4-1 | 6.3 | MC | | SP-SM | | | | | 4.0 | 94 | 98 | | | | | | | | |
| A-14-001 | R-5 | 10.0 | MC | | CL | 8 | | | | | | | | | | | | | | |
| A-14-001 | R-5-1 | 11.3 | MC | | CL | | 2.0 | | | 18.4 | 108 | 128 | | | | | | | | |
| A-14-002 | B-1 | 0.8 | BULK | | SM | | | | | | | | | | | | | | | R |
| A-14-002 | R-2 | 2.5 | MC | | SM | 25 | | | | | | | | | | | | | | |
| A-14-002 | R-2-1 | 3.8 | MC | | SP-SM | | | | | 5.9 | 106 | 112 | | | | 1 | 88 | 11 | | PA |
| A-14-002 | B-3 | 4.5 | BULK | | SP-SM | | | | | | | | | | | | | | | |
| A-14-002 | R-4 | 5.0 | MC | | SP-SM | 16 | | | | | | | | | | | | | | |
| A-14-002 | R-4-1 | 6.3 | MC | | SP-SM | | | | | 2.9 | 96 | 99 | | | | | | | | |
| A-14-002 | R-5 | 10.0 | MC | | SM | 17 | | | | | | | | | | | | | | |
| A-14-002 | R-5-1 | 11.3 | MC | | SM | | | | | 10.5 | 90 | 99 | | | | | | | | |
| A-14-003 | B-1 | 0.8 | BULK | | SM | | | | | | | | | | | | | | | |
| A-14-003 | R-2 | 2.5 | MC | | SM | 17 | | | | | | | | | | | | | | |
| A-14-003 | R-2-1 | 3.8 | MC | | SM | | | | | | | | | | | | | | | |
| A-14-003 | R-3 | 5.0 | MC | | SP-SM | 15 | | | | | | | | | | | | | | |
| A-14-003 | R-3-1 | 6.3 | MC | | SP-SM | | | | | | | | | | | | | | | |
| A-14-003 | R-4 | 10.0 | MC | | SP-SM | 19 | | | | | | | | | | | | | | |
| A-14-003 | R-4-1 | 11.3 | MC | | SP-SM | | | | | | | | | | | | | | | |

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32 Mauchly, Suite B
Irvine, California 92618
Voice: (949) 450-2100 Fax: (949) 450-2108
www.GroupDelta.com

## TABLE B-1: Summary of Laboratory Results

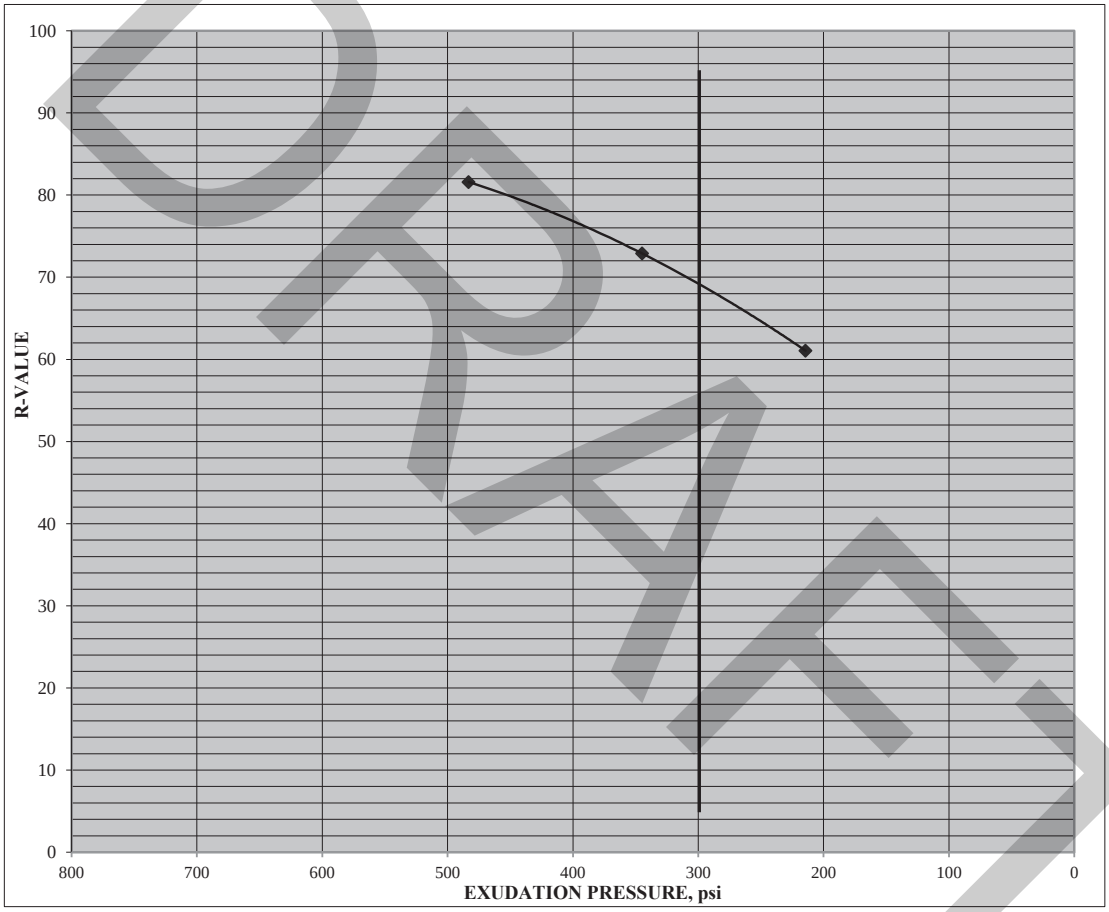
Project: AC Repair Phase 5 - Garden Grove and Fullerton
Location: Garden Grove, Fullerton, CA
Number: IR 526



GDC TABLE B-1 IR 526 PHASE 5 - GARDEN GROVE AND FULLERTON.GPJ GDC2013.GDT 4/7/14

# RESISTANCE VALUE

**Project Name:** STV OCTA - Garden Grove Base
**Project No.:** IR526 Phase 5
**Sample No.:** A-14-001 @ 1' to 5'
**Material Description:** Dark gray to light brown, Silty Sand
**Report Date:** 3/27/2014




| Specimen No. | A | B | C |
|---|---|---|---|
| Moisture at Test, % | 10.9 | 11.4 | 12.0 |
| Dry Unit Weight at Test, pcf | 122.6 | 123.7 | 123.8 |
| Expansion Pressure, psf | 0 | 0 | 0 |
| Exudation Pressure, psi | 483 | 345 | 214 |
| Resistance Value | 82 | 73 | 61 |

| R - VALUE AT 300 PSI EXUDATION PRESSURE | 69 |
|---|---|

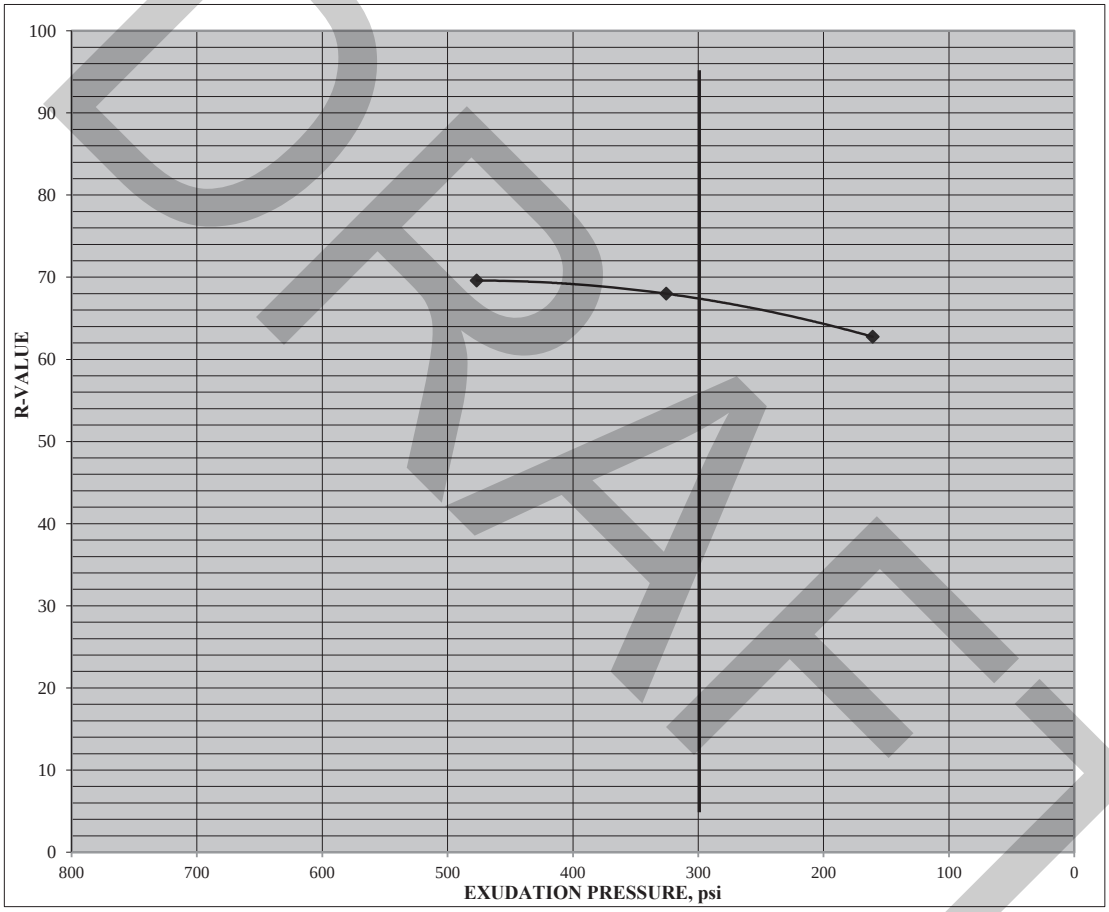
Test Procedure: CTM 301 / ASTM D2844

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Figure B-1

# RESISTANCE VALUE

**Project Name:** STV OCTA - Fullerton Park & Ride
**Project No.:** IR526 Phase 5
**Sample No.:** A-14-002 @ 1' to 5'
**Material Description:** Light brown, Poorly-Graded Sand with Silt
**Report Date:** 3/27/2014




| Specimen No. | A | B | C |
|---|---|---|---|
| Moisture at Test, % | 10.1 | 10.6 | 11.1 |
| Dry Unit Weight at Test, pcf | 126.5 | 127.1 | 126.4 |
| Expansion Pressure, psf | 0 | 0 | 0 |
| Exudation Pressure, psi | 477 | 326 | 161 |
| Resistance Value | 70 | 68 | 63 |

| R - VALUE AT 300 PSI EXUDATION PRESSURE | 67 |
|---|---|

Test Procedure: CTM 301 / ASTM D2844

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Figure B-2

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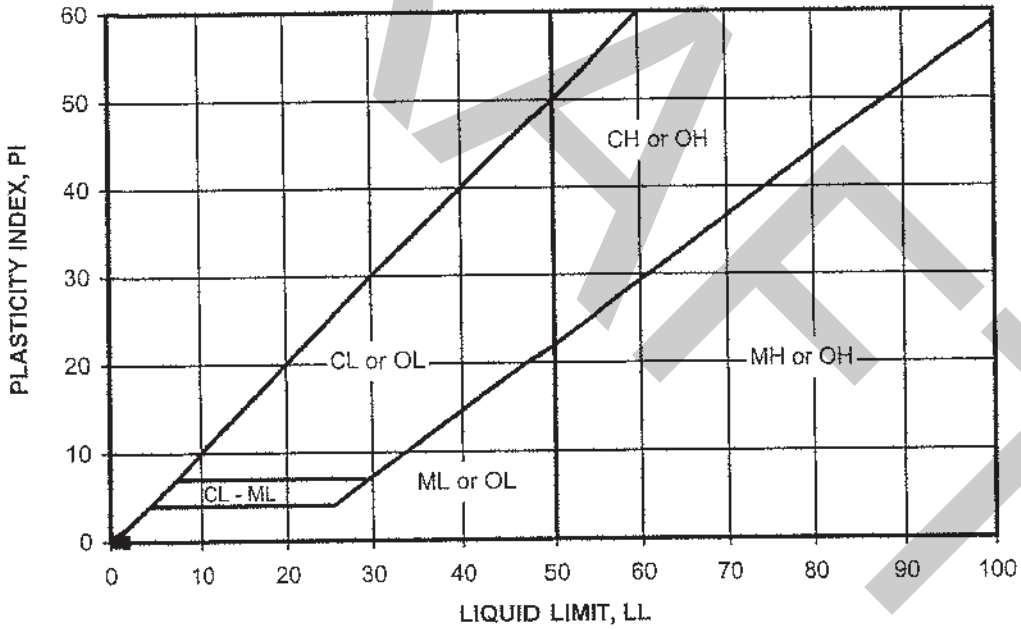
| SAMPLE LOCATION | SAMPLE DEPTH (FT) | DESCRIPTION | PERCENT PASSING NO. 4 | PERCENT PASSING NO. 200 | USCS (TOTAL SAMPLE) |
|---|---|---|---|---|---|
| B-1 | 10.0-11.5 | Silty SAND | 100 | 36 | SM |
| B-1 | 15.0-16.5 | Silty SAND | 100 | 43 | SM |
| B-1 | 20.0-21.5 | Poorly Graded SAND | 100 | 5 | SP |
| B-1 | 35.0-36.5 | Sandy SILT | 100 | 73 | ML |
| B-1 | 40.0-41.5 | Silty SAND | 100 | 31 | SM |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 1140-00

| Ninyo & Moore | NO. 200 SIEVE ANALYSIS | FIGURE |
|---|---|---|
| PROJECT NO. 207232001A / DATE 12/07 | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-1 |

| SYMBOL | LOCATION | DEPTH (FT) | LIQUID LIMIT, LL | PLASTIC LIMIT, PL | PLASTICITY INDEX, PI | USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve) | USCS (Entire Sample) |
|---|---|---|---|---|---|---|---|
| ● | B-1 | 15.0-16.5 | - | - | - | NP | SM |
| ■ | B-1 | 35.0-36.5 | - | - | - | NP | ML |
| ◆ | B-1 | 40.0-41.5 | - | - | - | NP | SM |

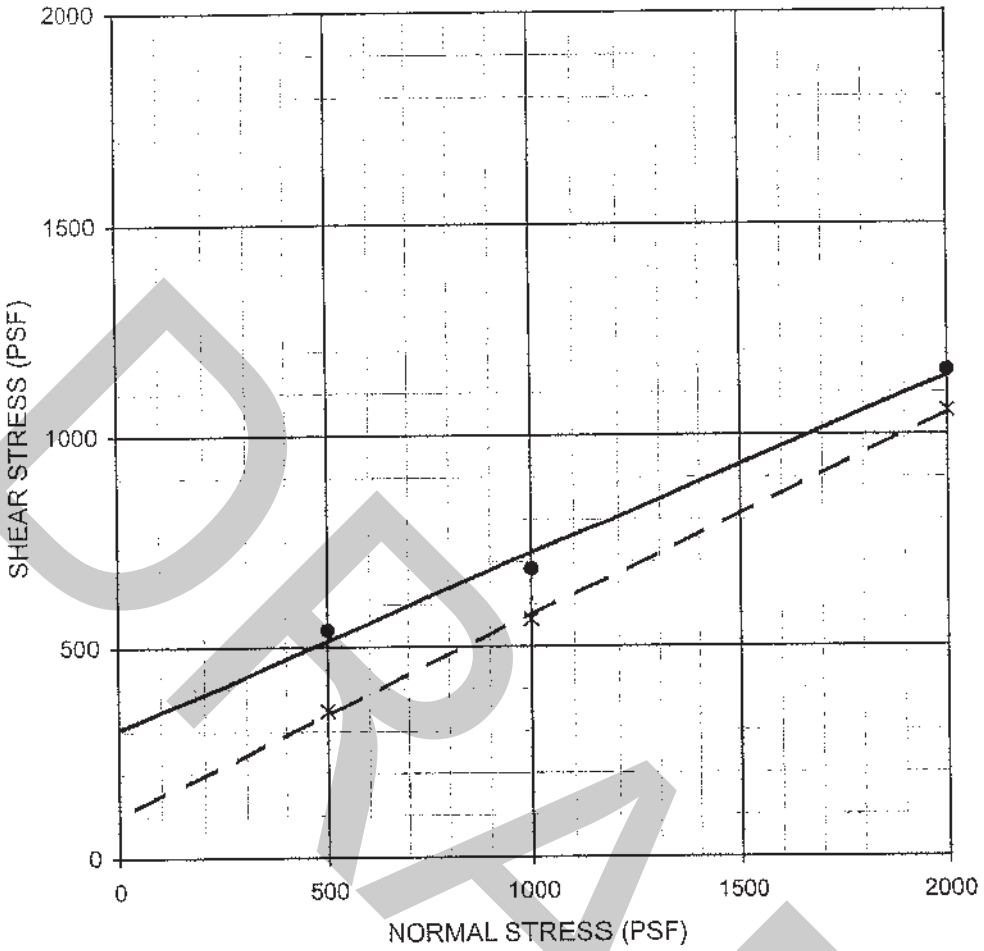
NP - INDICATES NON-PLASTIC




PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318-05

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| Ninyo & Moore | ATTERBERG LIMITS TEST RESULTS | FIGURE |
|---|---|---|
| PROJECT NO. 207232001A / DATE 12/07 | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-2 |

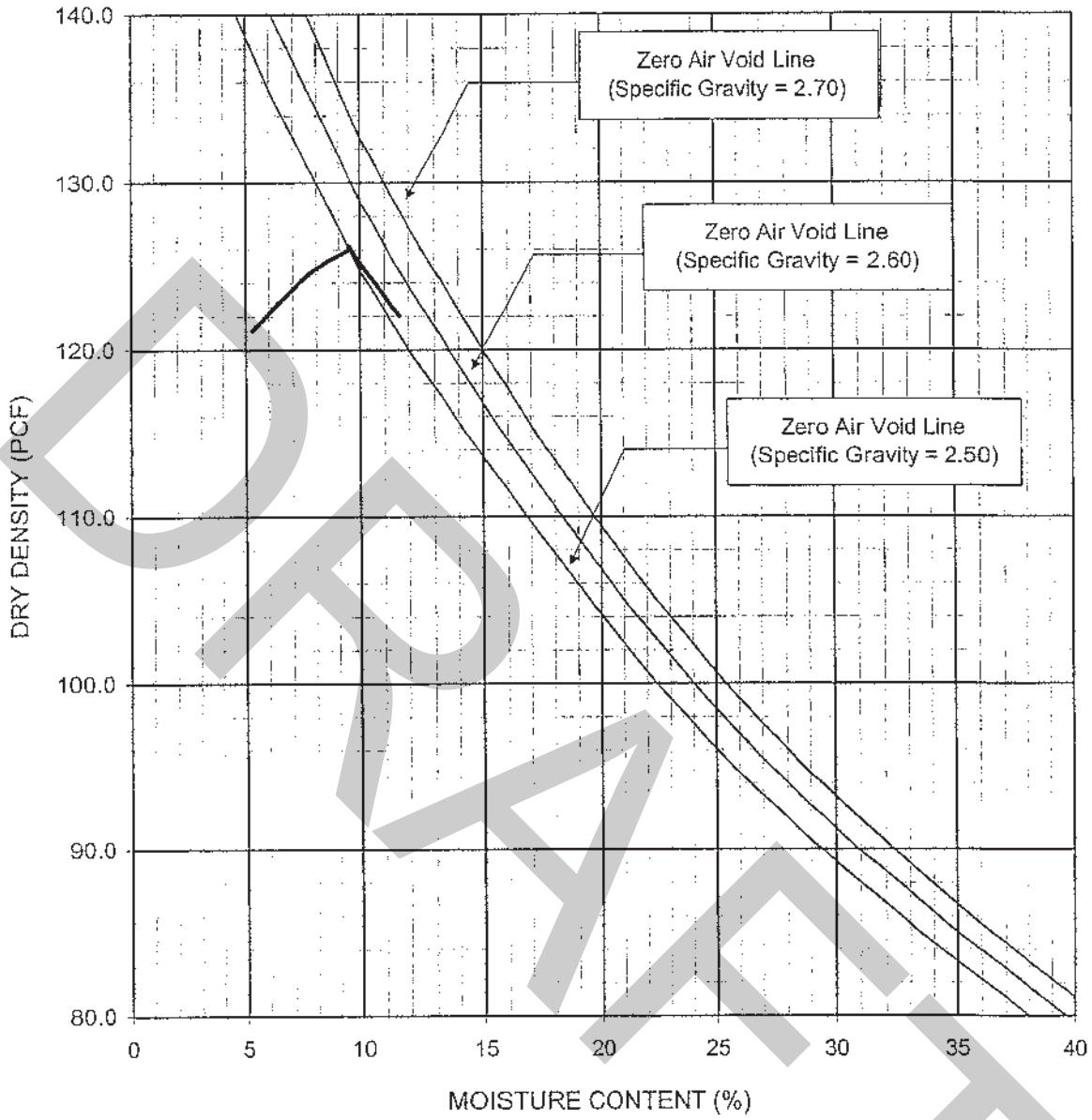



| Description | Symbol | Sample Location | Depth (ft) | Shear Strength | Cohesion, c (psf) | Friction Angle, ϕ (degrees) | Soil Type |
|---|---|---|---|---|---|---|---|
| Sandy SILT | —●— | B-1 | 1.3-4.0 | Peak | 306 | 23 | ML |
| Sandy SILT | - - X - - | B-1 | 1.3-4.0 | Ultimate | 102 | 25 | ML |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 3080-04 ON A SAMPLE REMOLDED TO 90 PERCENT RELATIVE COMPACTION

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| Ninyo & Moore | DIRECT SHEAR TEST RESULTS | FIGURE |
|---|---|---|
| PROJECT NO. 207232001A / DATE 12/07 | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-3 |




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| Sample Location | Depth (ft) | Soil Description | Maximum Dry Density (pcf) | Optimum Moisture Content (%) |
|---|---|---|---|---|
| B-1 | 1.3-4.0 | Medium to Dark Brown Sandy SILT | 126.0 | 9.5 |
| Dry Density and Moisture Content Values Corrected for Oversize (ASTM D 4718-87) | | | | |

PERFORMED IN GENERAL ACCORDANCE WITH ☑ ASTM D 1557-02 ☐ ASTM D 698-00a METHOD ☑ A ☐ B ☐ C

| Ninyo & Moore | PROCTOR DENSITY TEST RESULTS | FIGURE |
|---|---|---|
| PROJECT NO. 207232001A / DATE 12/07 | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-4 |

| SAMPLE LOCATION | SAMPLE DEPTH (FT) | pH [1] | RESISTIVITY [1] (Ohm-cm) | SULFATE CONTENT [2] | | CHLORIDE CONTENT [3] (ppm) |
|---|---|---|---|---|---|---|
| | | | | (ppm) | (%) | |
| B-1 | 1.3-4.0 | 8.8 | 3,550 | 60 | 0.006 | 65 |

[1] PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 643
[2] PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 417
[3] PERFORMED IN GENERAL ACCORDANCE WITH CALIFORNIA TEST METHOD 422

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| Ninyo & Moore | CORROSIVITY TEST RESULTS | FIGURE |
|---|---|---|
| PROJECT NO. 207232001A / DATE 12/07 | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-5 |

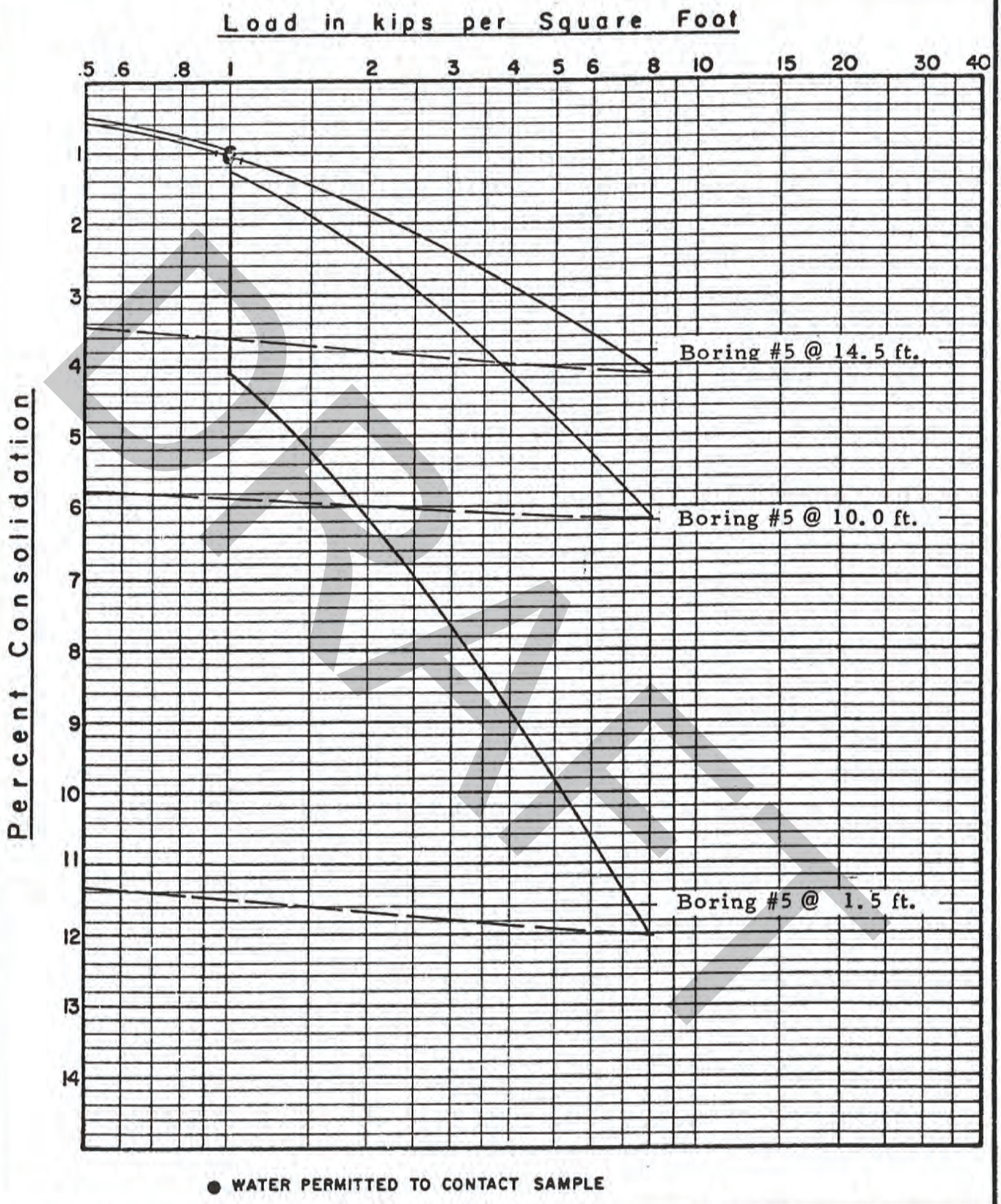
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| SAMPLE LOCATION | SAMPLE DEPTH (FT) | SOIL TYPE | SAND EQUIVALENT |
|---|---|---|---|
| B-1 | 1.3-4.0 | ML | 13 |

PERFORMED IN GENERAL ACCORDANCE WITH AASHTO T176/CT 217

| Ninyo & Moore | SAND EQUIVALENT VALUE | FIGURE |
|---|---|---|
| PROJECT NO. / DATE | CNG Facility<br>OCTA Garden Grove Base<br>Orange County, California | B-6 |
| 207232001A / 12/07 | | |

# CONSOLIDATION TEST



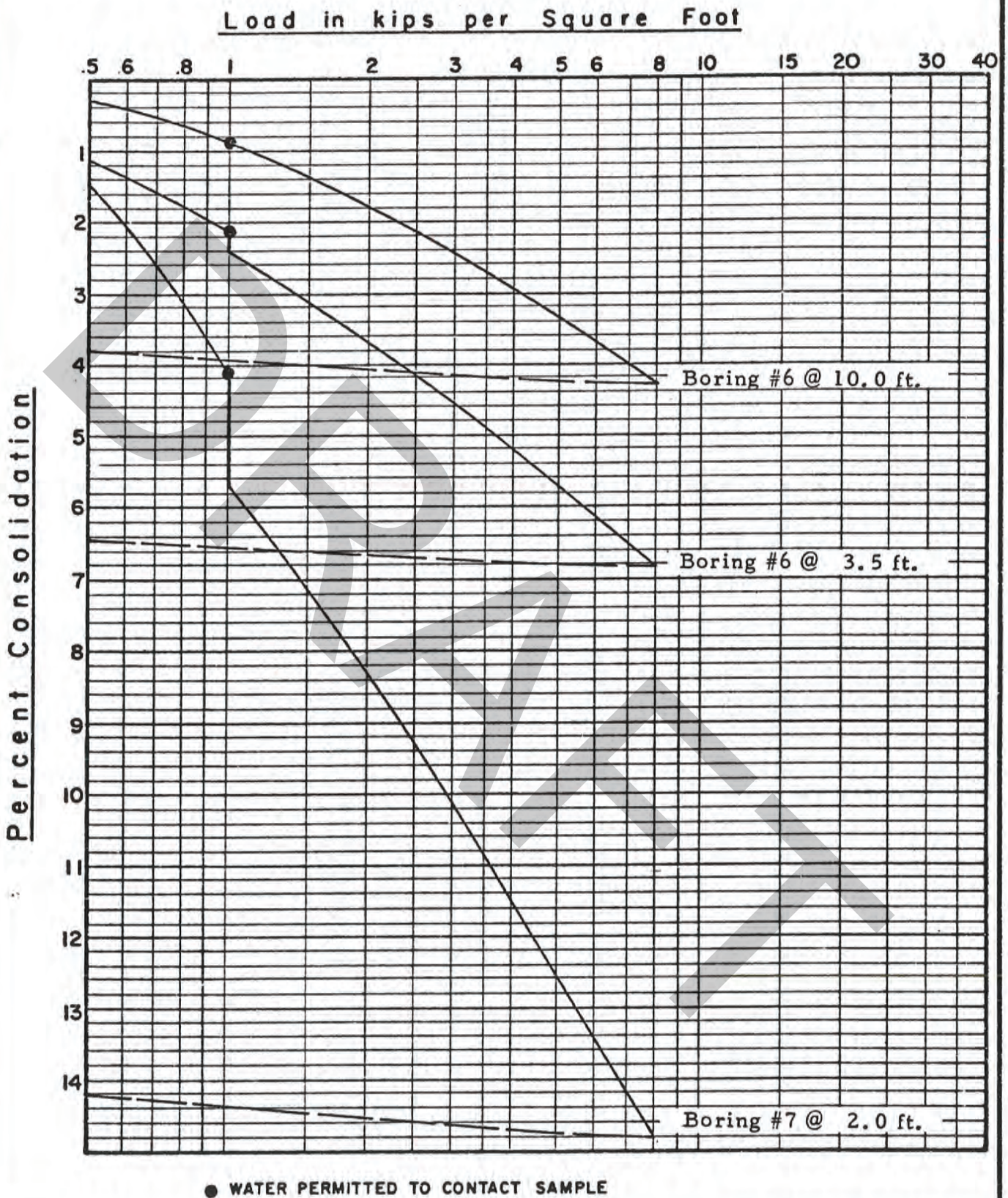

● WATER PERMITTED TO CONTACT SAMPLE

OCTD Administration and Maintenance Facilities, Garden Grove, California

| | |
|---|---|
| PROJECT No. | S-0040-FI |
| PLATE | N |

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# CONSOLIDATION TEST



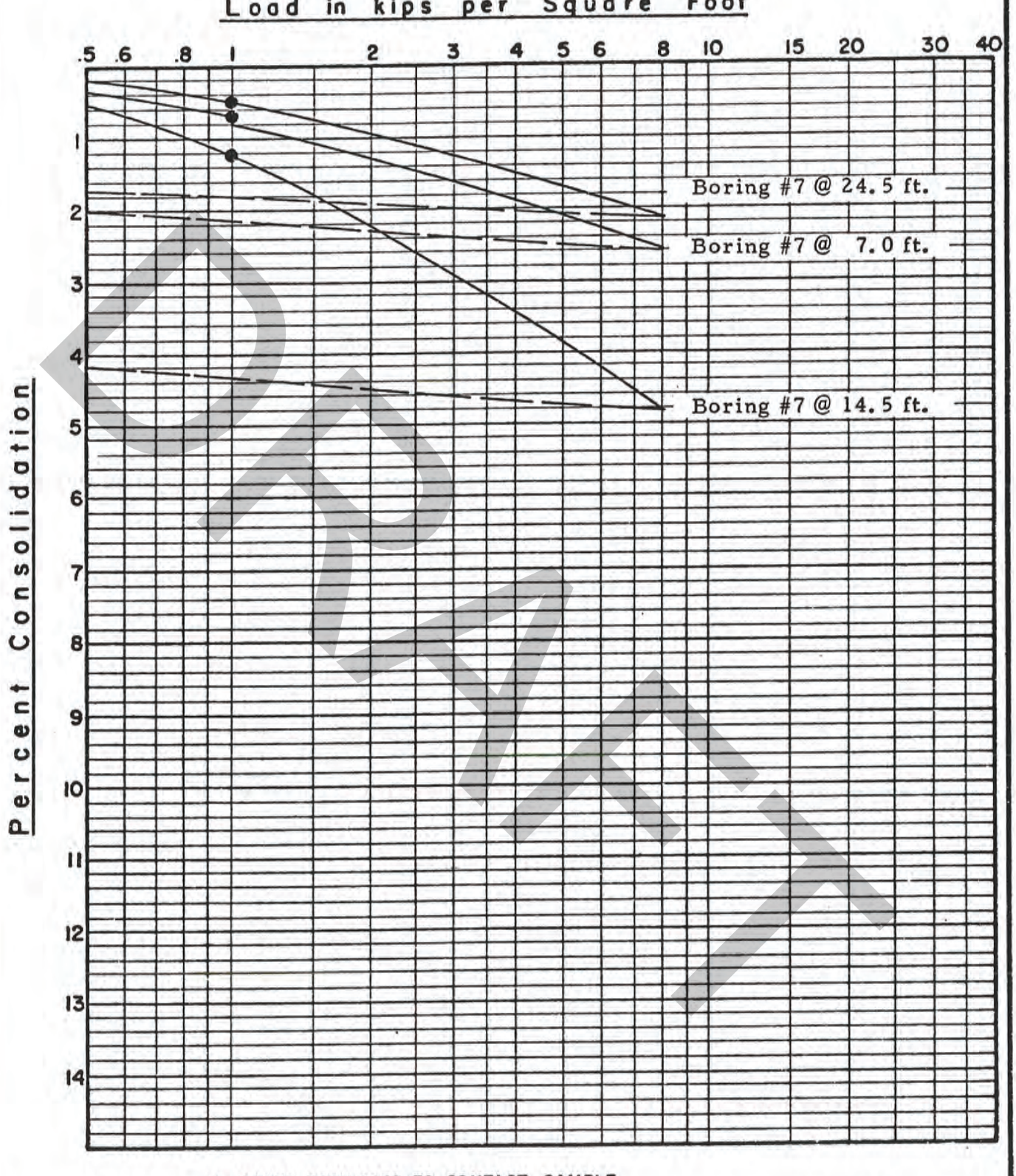

● WATER PERMITTED TO CONTACT SAMPLE

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| | | |
|---|---|---|
| OCTD Administration and Maintenance Facilities, Garden Grove, California | PROJECT No. | S-0040-FI |
| | PLATE | 0 |

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# CONSOLIDATION TEST




● WATER PERMITTED TO CONTACT SAMPLE

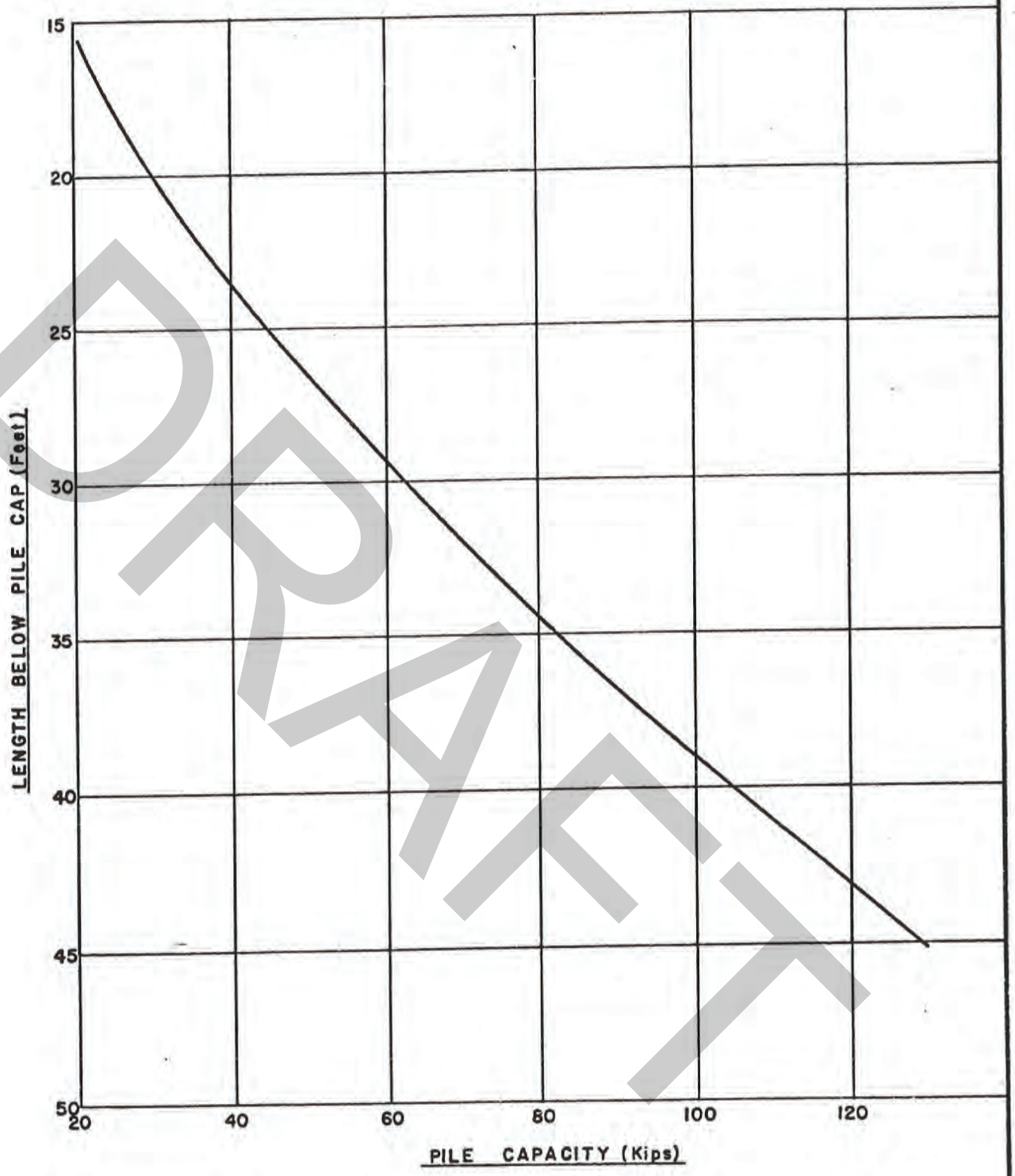
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OCTD Administration and Maintenance Facilities, Garden Grove, California

| | |
|---|---|
| PROJECT No. | S-0040-FI |
| PLATE | P |

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# PILE CAPACITY




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Note: Above design curve is for an 18-inch diameter straight shaft pile. For other pile diameters apply a direct proportion.

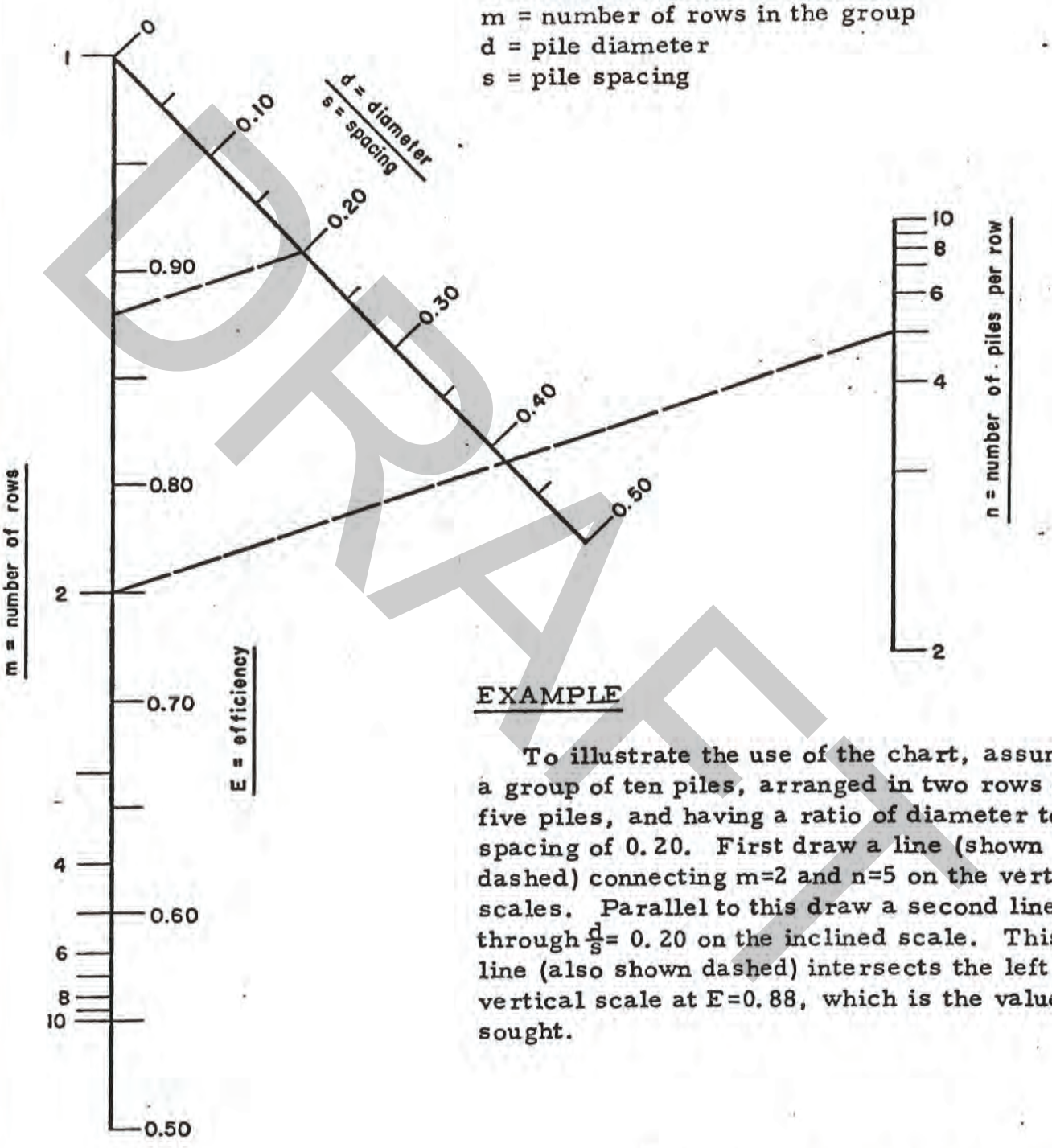
| | | |
|---|---|---|
| OCTD Administrative and Maintenance Facilities, Garden Grove, California | PROJECT No. | S-0040-F1 |
| | PLATE | Q |

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# PILE EFFICIENCY CHART

$$E = 1 - \frac{d}{s m n \pi}\left[(n-1)\,m + (m-1)\,n + \sqrt{2}\,(m-1)(n-1)\right]$$

E = efficiency of a pile in the group, relative to its single pile value
n = number of piles in each row
m = number of rows in the group
d = pile diameter
s = pile spacing




## EXAMPLE

To illustrate the use of the chart, assume a group of ten piles, arranged in two rows of five piles, and having a ratio of diameter to spacing of 0.20. First draw a line (shown dashed) connecting m=2 and n=5 on the vertical scales. Parallel to this draw a second line through $\frac{d}{s}$= 0.20 on the inclined scale. This line (also shown dashed) intersects the left vertical scale at E=0.88, which is the value sought.

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| | |
|---|---|
| PROJECT No. | S-0040-F1 |
| PLATE | R |

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# LATERAL PILE DESIGN

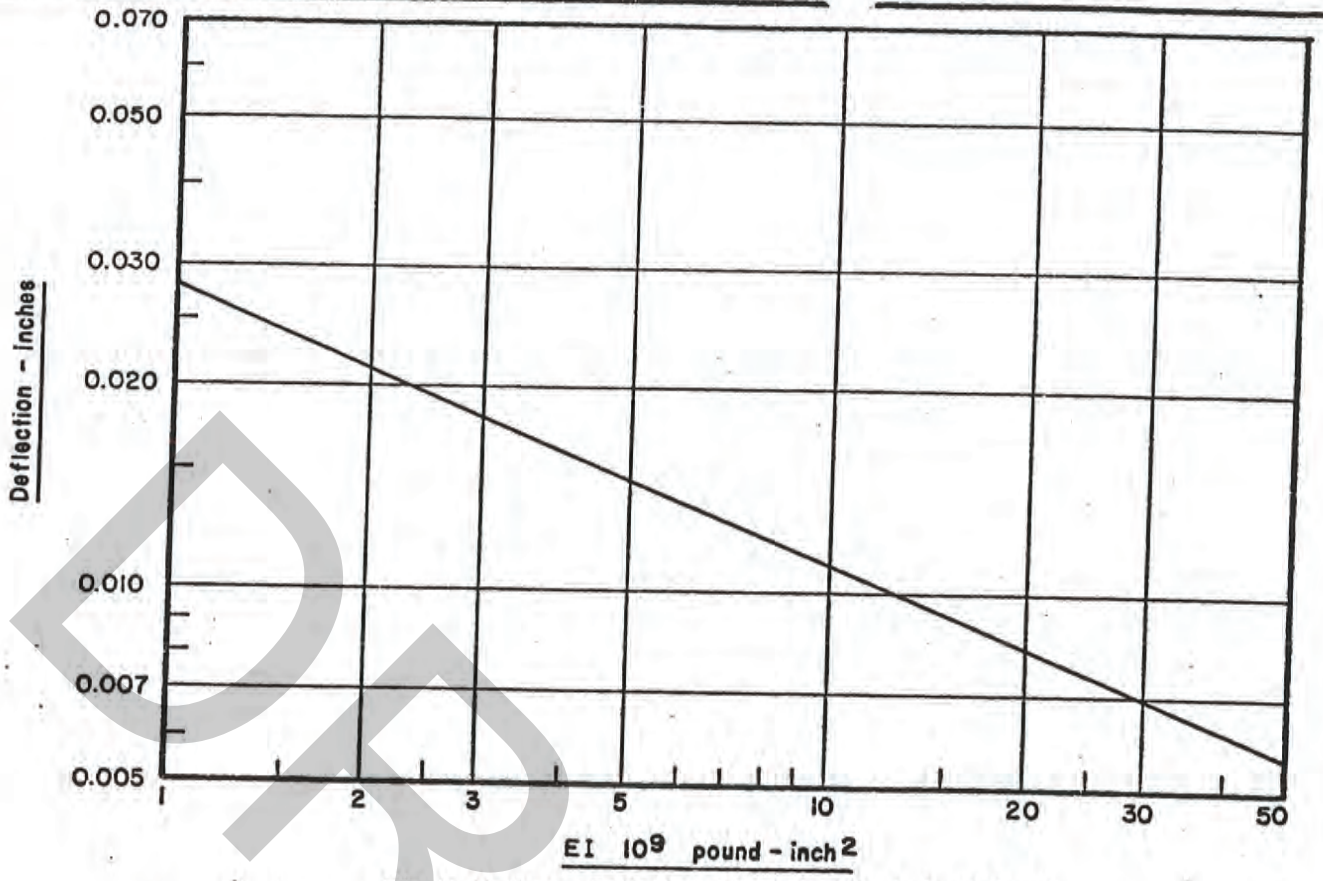



Fig. 1: Maximun Deflection for One-Kip Lateral Load

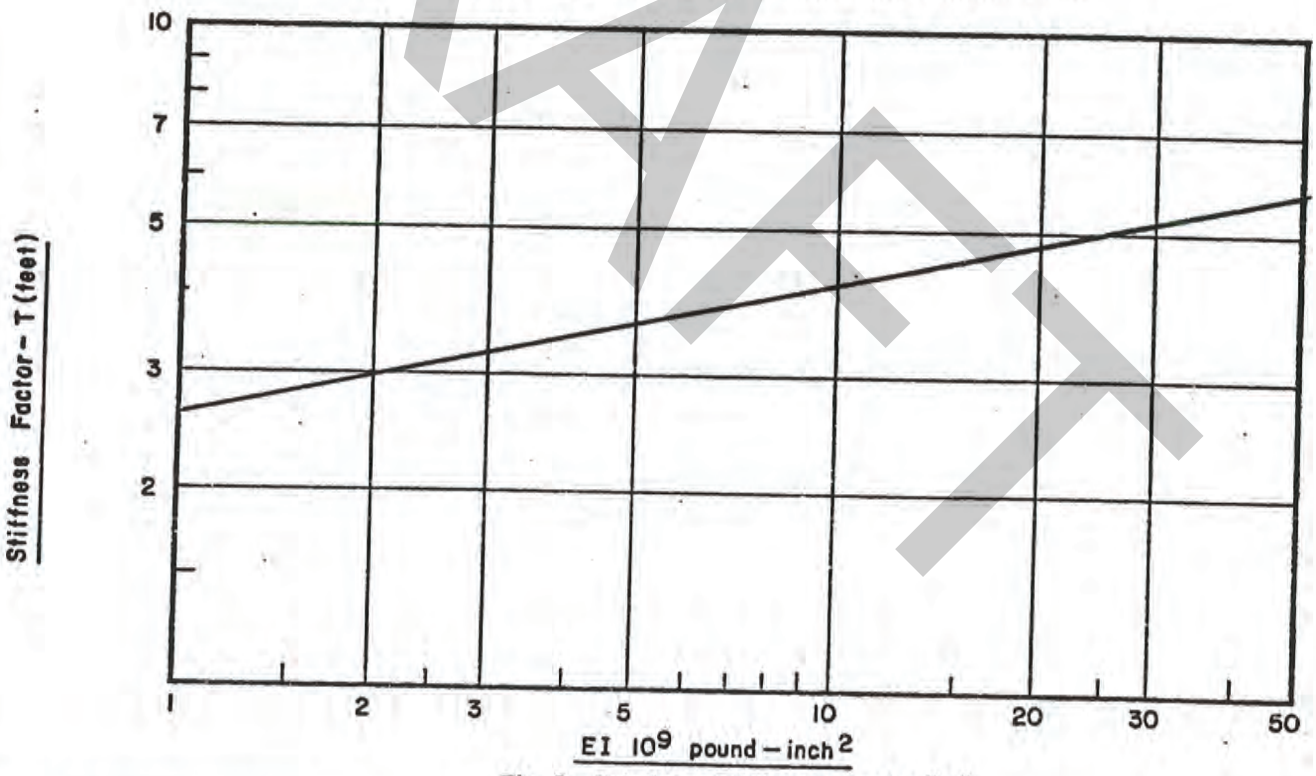



Fig. 2: Relative Stiffness Factor "T"

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| | |
|---|---|
| OCTD Administrative and Maintenance Facilities, Garden Grove, California | PROJECT No. S-0040-F1 |
| | PLATE S |

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**NMG Geotechnical, Inc.**
17991 Fitch
Irvine, CA 92614

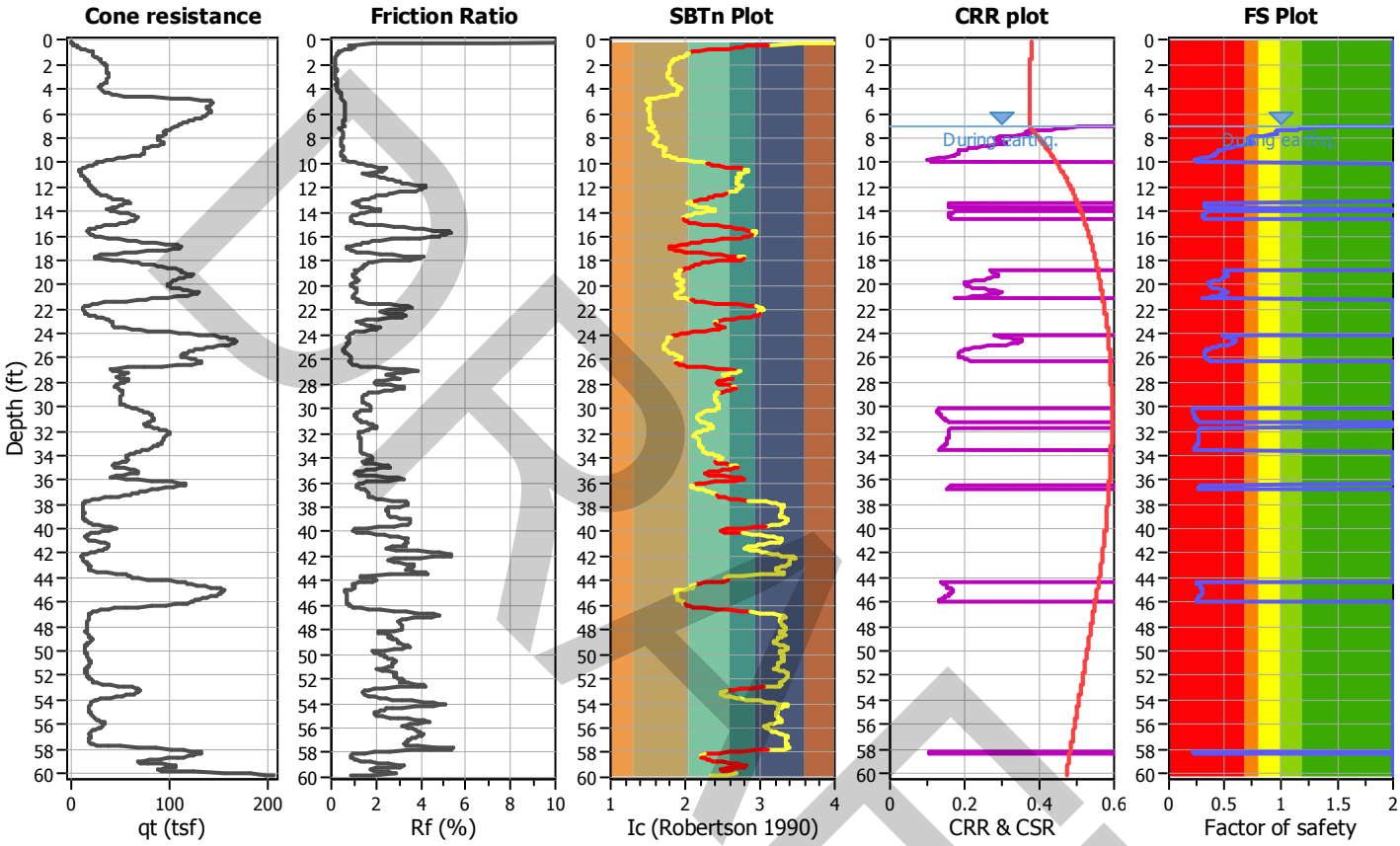
# LIQUEFACTION ANALYSIS REPORT

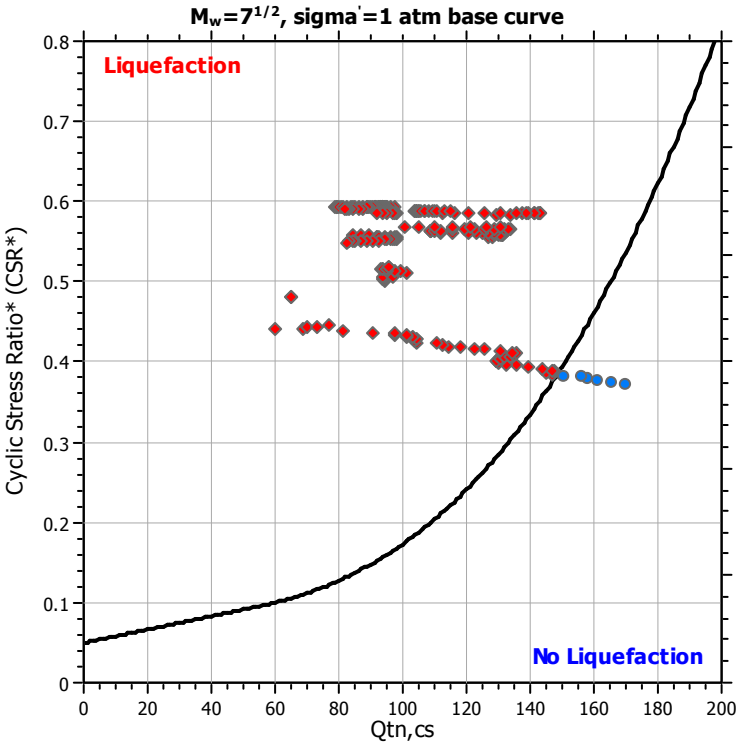
**Project title : 19175-02 Dahl Taylor/OCTA GG Bus Base ..** **Location : Garden Grove, CA**

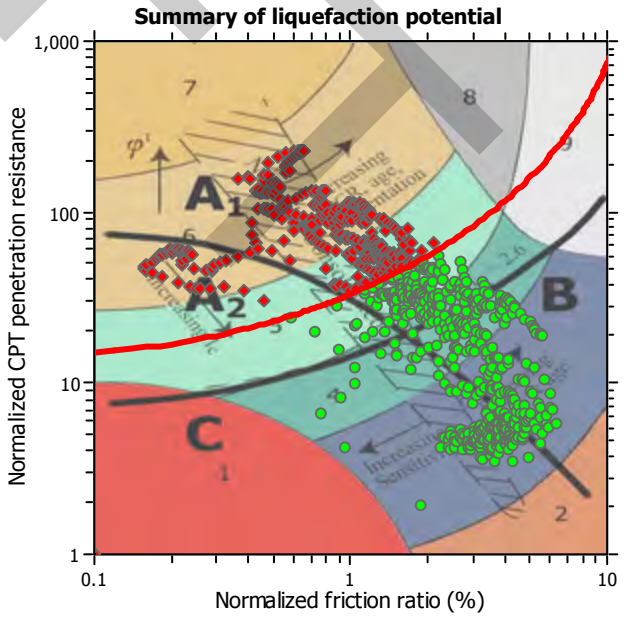
**CPT file : CPT-1**

## Input parameters and analysis data

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | G.W.T. (in-situ): | 60.00 ft | Use fill: | No | Clay like behavior applied: | Sands only |
| Fines correction method: | NCEER (1998) | G.W.T. (earthq.): | 7.00 ft | Fill height: | N/A | Limit depth applied: | No |
| Points to test: | Based on Ic value | Average results interval: | 3 | Fill weight: | N/A | Limit depth: | N/A |
| Earthquake magnitude $M_w$: | 7.26 | Ic cut-off value: | 2.30 | Trans. detect. applied: | Yes | MSF method: | Method based |
| Peak ground acceleration: | 0.63 | Unit weight calculation: | Based on SBT | $K_\sigma$ applied: | No | | |



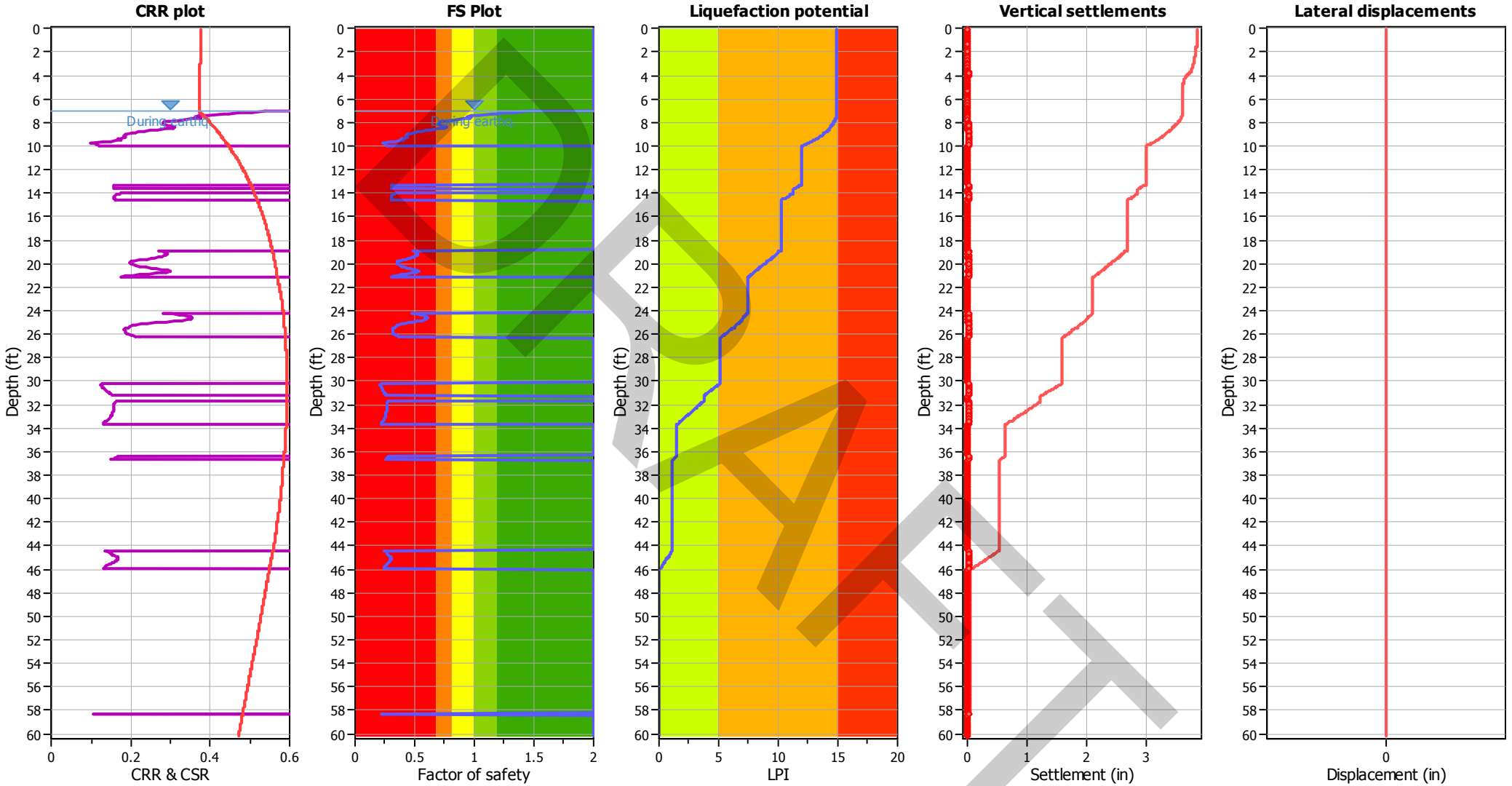




Zone $A_1$: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone $A_2$: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

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# Liquefaction analysis overall plots




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## Input parameters and analysis data

| | | | | | |
|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | Depth to water table (erthq.): | 7.00 ft | Fill weight: | N/A |
| Fines correction method: | NCEER (1998) | Average results interval: | 3 | Transition detect. applied: | Yes |
| Points to test: | Based on Ic value | Ic cut-off value: | 2.30 | $K_\sigma$ applied: | No |
| Earthquake magnitude $M_w$: | 7.26 | Unit weight calculation: | Based on SBT | Clay like behavior applied: | Sands only |
| Peak ground acceleration: | 0.63 | Use fill: | No | Limit depth applied: | No |
| Depth to water table (insitu): | 60.00 ft | Fill height: | N/A | Limit depth: | N/A |

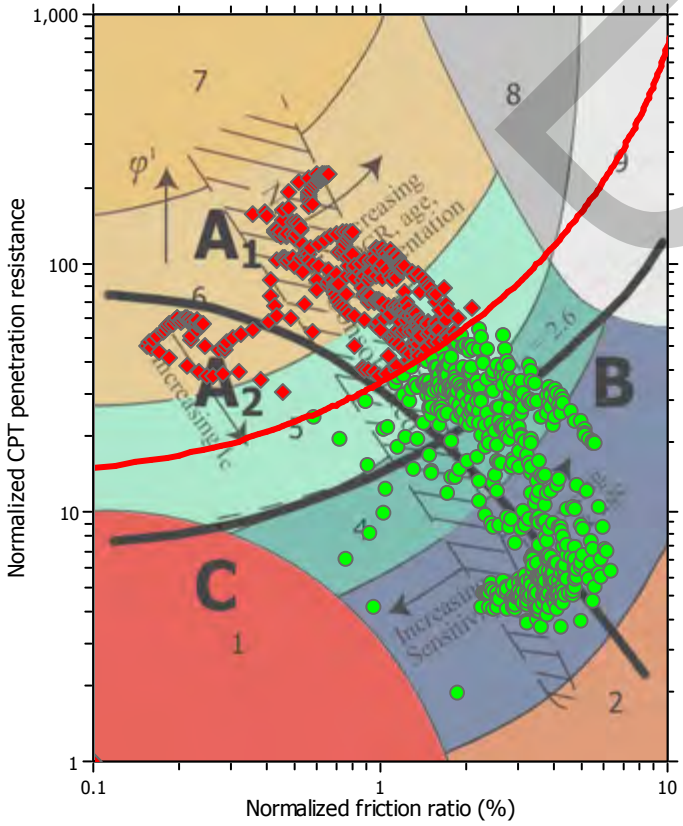
**F.S. color scheme**

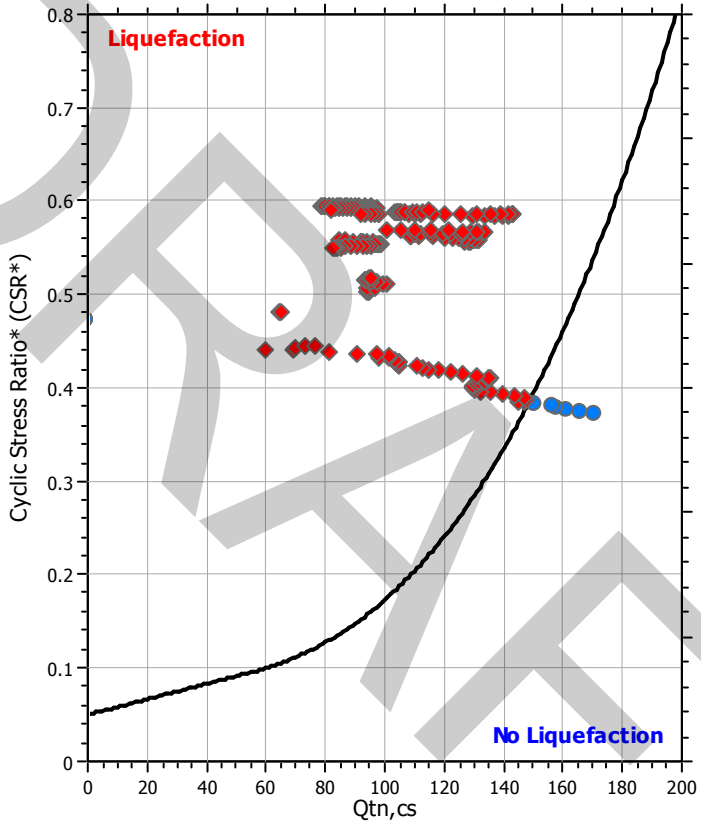
- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

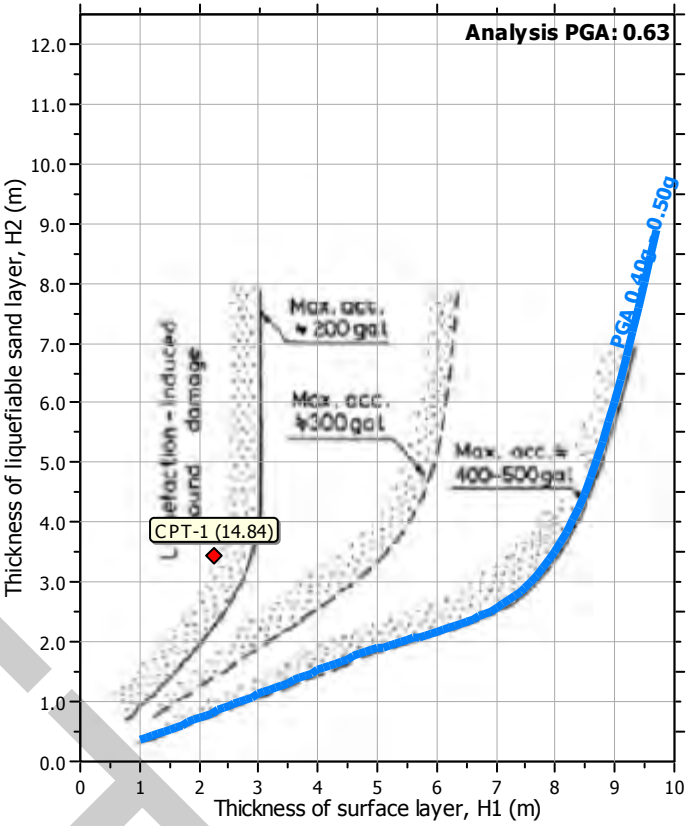
**LPI color scheme**

- Very high risk
- High risk
- Low risk

# Liquefaction analysis summary plots




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## Input parameters and analysis data

| | | | | | |
|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | Depth to water table (erthq.): | 7.00 ft | Fill weight: | N/A |
| Fines correction method: | NCEER (1998) | Average results interval: | 3 | Transition detect. applied: | Yes |
| Points to test: | Based on Ic value | Ic cut-off value: | 2.30 | $K_\sigma$ applied: | No |
| Earthquake magnitude $M_w$: | 7.26 | Unit weight calculation: | Based on SBT | Clay like behavior applied: | Sands only |
| Peak ground acceleration: | 0.63 | Use fill: | No | Limit depth applied: | No |
| Depth to water table (insitu): | 60.00 ft | Fill height: | N/A | Limit depth: | N/A |

**NMG Geotechnical, Inc.**
17991 Fitch
Irvine, CA 92614

# LIQUEFACTION ANALYSIS REPORT

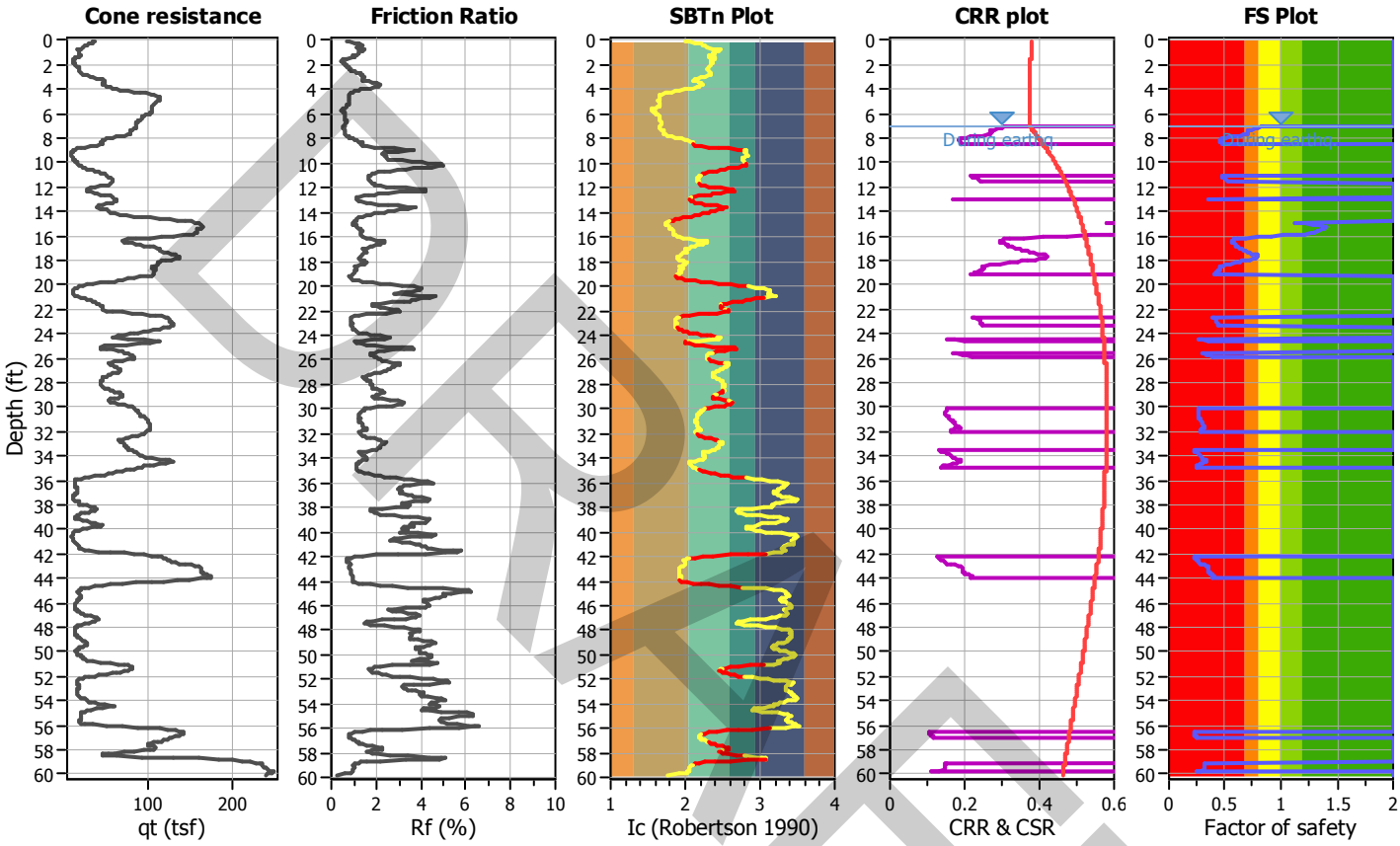
**Project title : 19175-02 Dahl Taylor/OCTA GG Bus Base**

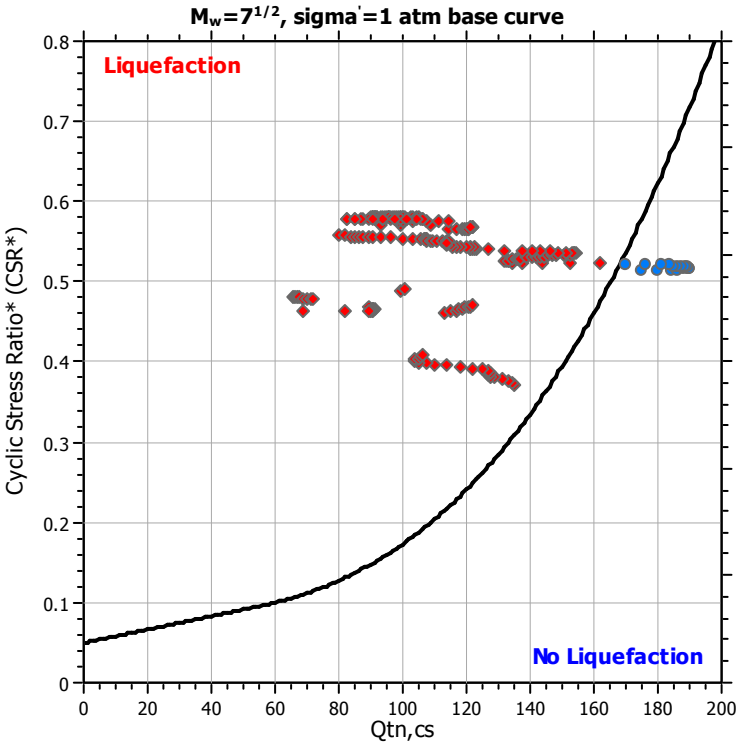
**Location : Garden Grove, CA**

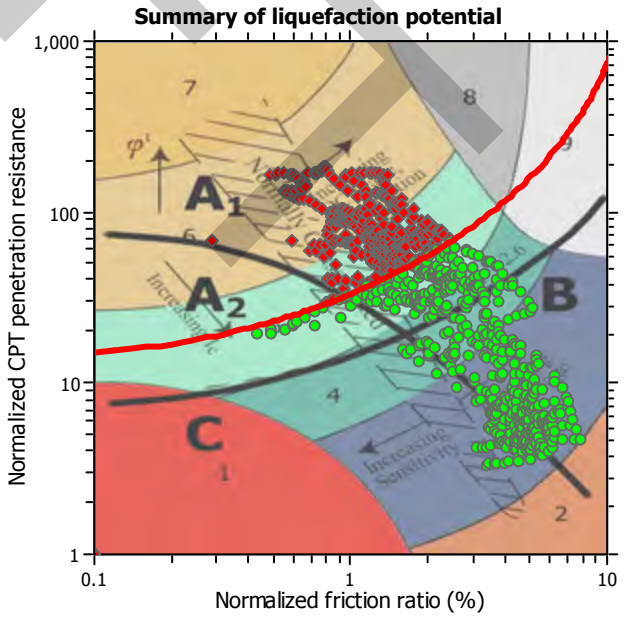
**CPT file : CPT-2**

## Input parameters and analysis data

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | G.W.T. (in-situ): | 60.00 ft | Use fill: | No | Clay like behavior applied: | Sands only |
| Fines correction method: | NCEER (1998) | G.W.T. (earthq.): | 7.00 ft | Fill height: | N/A | Limit depth applied: | No |
| Points to test: | Based on Ic value | Average results interval: | 3 | Fill weight: | N/A | Limit depth: | N/A |
| Earthquake magnitude $M_w$: | 7.26 | Ic cut-off value: | 2.30 | Trans. detect. applied: | Yes | MSF method: | Method based |
| Peak ground acceleration: | 0.63 | Unit weight calculation: | Based on SBT | $K_\sigma$ applied: | No | | |



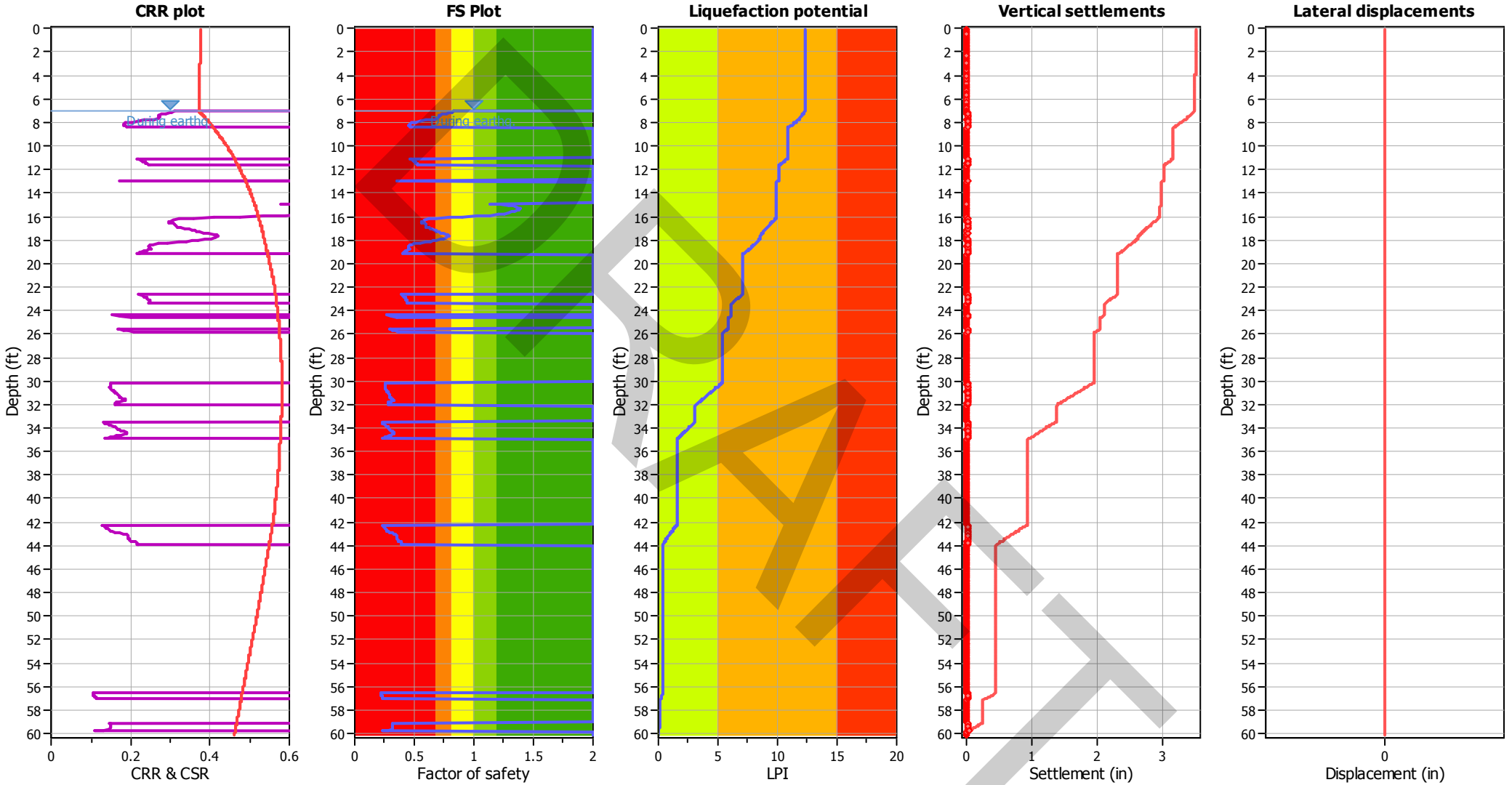




Zone $A_1$: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone $A_2$: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

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# Liquefaction analysis overall plots




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## Input parameters and analysis data

| | | | | | |
|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | Depth to water table (erthq.): | 7.00 ft | Fill weight: | N/A |
| Fines correction method: | NCEER (1998) | Average results interval: | 3 | Transition detect. applied: | Yes |
| Points to test: | Based on Ic value | Ic cut-off value: | 2.30 | $K_\sigma$ applied: | No |
| Earthquake magnitude $M_w$: | 7.26 | Unit weight calculation: | Based on SBT | Clay like behavior applied: | Sands only |
| Peak ground acceleration: | 0.63 | Use fill: | No | Limit depth applied: | No |
| Depth to water table (insitu): | 60.00 ft | Fill height: | N/A | Limit depth: | N/A |

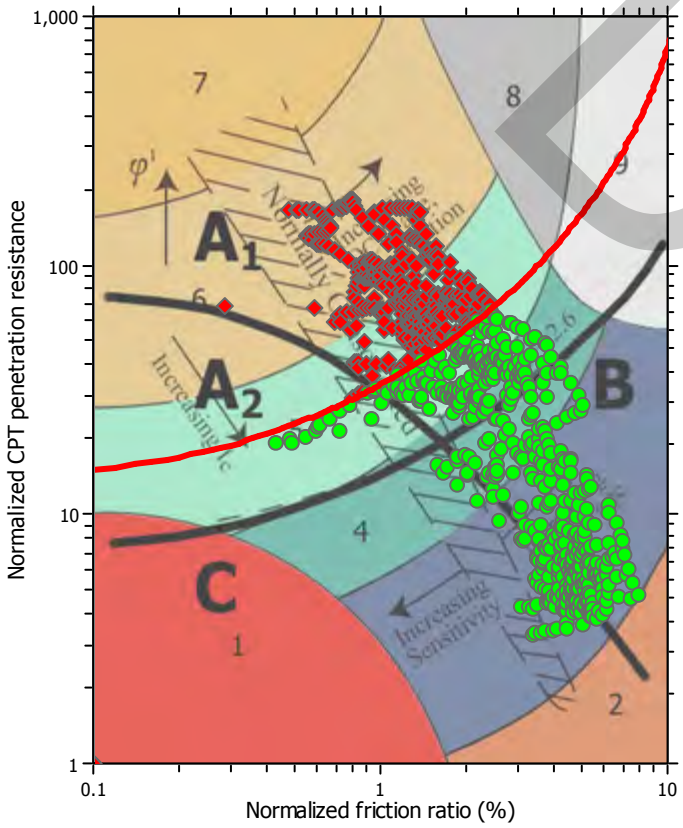
**F.S. color scheme**

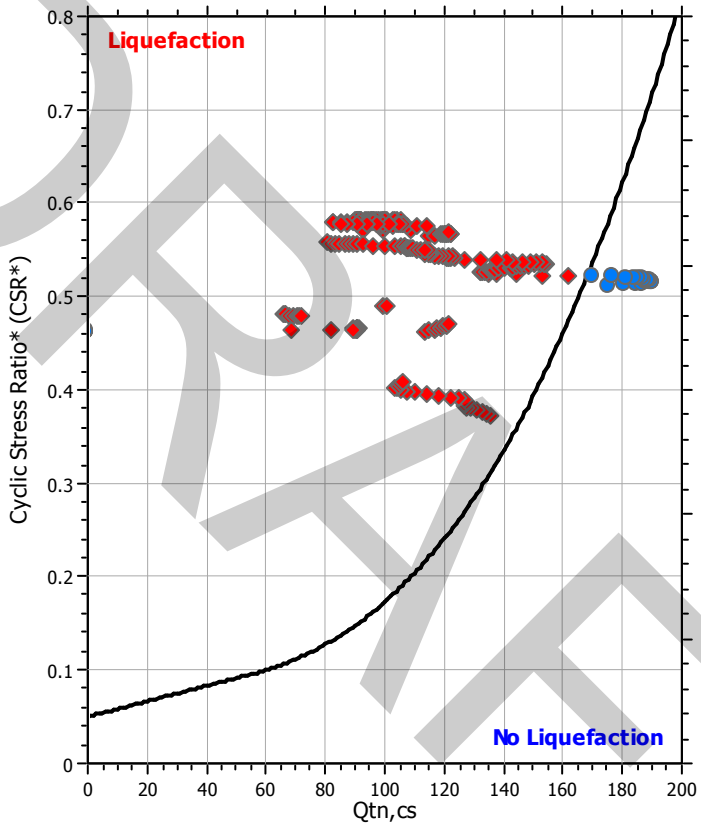
- Almost certain it will liquefy
- Very likely to liquefy
- Liquefaction and no liq. are equally likely
- Unlike to liquefy
- Almost certain it will not liquefy

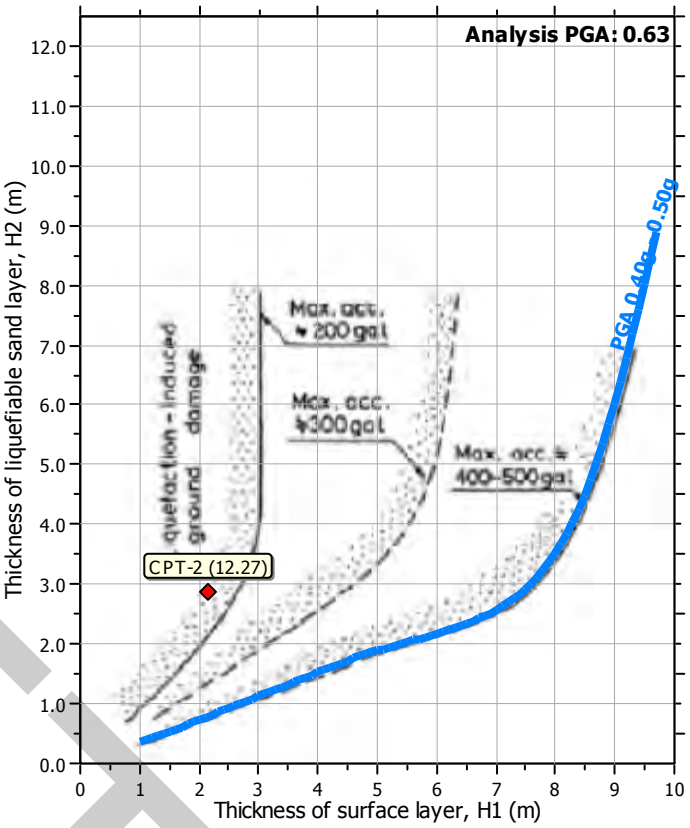
**LPI color scheme**

- Very high risk
- High risk
- Low risk

# Liquefaction analysis summary plots




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**Input parameters and analysis data**

| | | | | | |
|---|---|---|---|---|---|
| Analysis method: | NCEER (1998) | Depth to water table (erthq.): | 7.00 ft | Fill weight: | N/A |
| Fines correction method: | NCEER (1998) | Average results interval: | 3 | Transition detect. applied: | Yes |
| Points to test: | Based on Ic value | Ic cut-off value: | 2.30 | $K_\sigma$ applied: | No |
| Earthquake magnitude $M_w$: | 7.26 | Unit weight calculation: | Based on SBT | Clay like behavior applied: | Sands only |
| Peak ground acceleration: | 0.63 | Use fill: | No | Limit depth applied: | No |
| Depth to water table (insitu): | 60.00 ft | Fill height: | N/A | Limit depth: | N/A |

USGS web services were down for some period of time and as a result this tool wasn't operational, resulting in *timeout* error.
USGS web services are now operational so this tool should work as expected.

OSHPD

## Latitude, Longitude: 33.7651, -117.9250




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| | |
|---|---|
| **Date** | 7/15/2024, 5:05:17 PM |
| **Design Code Reference Document** | ASCE7-16 |
| **Risk Category** | II |
| **Site Class** | D - Stiff Soil |

| Type | Value | Description |
|---|---|---|
| $S_S$ | 1.347 | $MCE_R$ ground motion. (for 0.2 second period) |
| $S_1$ | 0.479 | $MCE_R$ ground motion. (for 1.0s period) |
| $S_{MS}$ | 1.347 | Site-modified spectral acceleration value |
| $S_{M1}$ | null -See Section 11.4.8 | Site-modified spectral acceleration value |
| $S_{DS}$ | 0.898 | Numeric seismic design value at 0.2 second SA |
| $S_{D1}$ | null -See Section 11.4.8 | Numeric seismic design value at 1.0 second SA |

| Type | Value | Description |
|---|---|---|
| SDC | null -See Section 11.4.8 | Seismic design category |
| $F_a$ | 1 | Site amplification factor at 0.2 second |
| $F_v$ | null -See Section 11.4.8 | Site amplification factor at 1.0 second |
| PGA | 0.573 | $MCE_G$ peak ground acceleration |
| $F_{PGA}$ | 1.1 | Site amplification factor at PGA |
| $PGA_M$ | 0.631 | Site modified peak ground acceleration |
| $T_L$ | 8 | Long-period transition period in seconds |
| SsRT | 1.347 | Probabilistic risk-targeted ground motion. (0.2 second) |
| SsUH | 1.461 | Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration |
| SsD | 1.984 | Factored deterministic acceleration value. (0.2 second) |
| S1RT | 0.479 | Probabilistic risk-targeted ground motion. (1.0 second) |
| S1UH | 0.52 | Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration. |
| S1D | 0.681 | Factored deterministic acceleration value. (1.0 second) |
| PGAd | 0.812 | Factored deterministic acceleration value. (Peak Ground Acceleration) |
| $PGA_{UH}$ | 0.573 | Uniform-hazard (2% probability of exceedance in 50 years) Peak Ground Acceleration |
| $C_{RS}$ | 0.922 | Mapped value of the risk coefficient at short periods |

| Type | Value | Description |
| --- | --- | --- |
| $C_{R1}$ | 0.921 | Mapped value of the risk coefficient at a period of 1 s |
| $C_V$ | 1.369 | Vertical coefficient |

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DISCLAIMER

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U.S. Geological Survey - Earthquake Hazards Program

# Unified Hazard Tool

Please do not use this tool to obtain ground motion parameter values for the design code reference documents covered by the U.S. Seismic Design Maps web tools (e.g., the International Building Code and the ASCE 7 or 41 Standard). The values returned by the two applications are not identical.

Please also see the new USGS Earthquake Hazard Toolbox for access to the most recent NSHMs for the conterminous U.S. and Hawaii.

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## Input

Edition

Dynamic: Conterminous U.S. 2014 (u…

Spectral Period

Peak Ground Acceleration

Latitude

Decimal degrees

33.7651

Time Horizon

Return period in years

2475

Longitude

Decimal degrees, negative values for western longitudes

-117.925

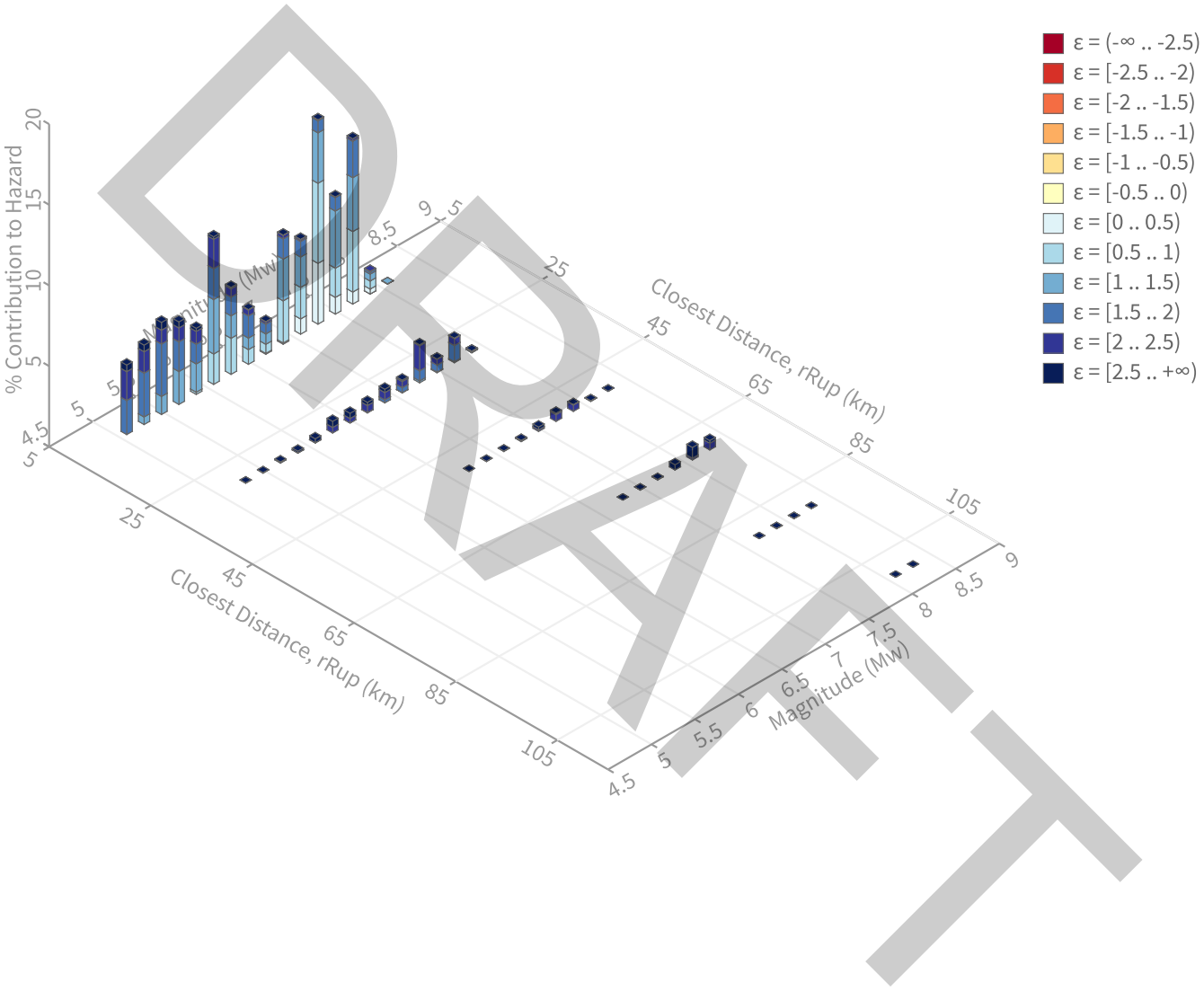
Site Class

259 m/s (Site class D)

## Deaggregation

Component

Total




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# Summary statistics for, Deaggregation: Total

## Deaggregation targets

**Return period:** 2475 yrs
**Exceedance rate:** 0.0004040404 $yr^{-1}$
**PGA ground motion:** 0.66225019 g

## Recovered targets

**Return period:** 2993.8693 yrs
**Exceedance rate:** 0.00033401592 $yr^{-1}$

## Totals

**Binned:** 100 %
**Residual:** 0 %
**Trace:** 0.06 %

## Mean (over all sources)

**m:** 6.69
**r:** 13.28 km
**$\varepsilon_0$:** 1.41 σ

## Mode (largest m-r bin)

**m:** 7.3
**r:** 10.68 km
**$\varepsilon_0$:** 0.79 σ
**Contribution:** 12.65 %

## Mode (largest m-r-$\varepsilon_0$ bin)

**m:** 7.3
**r:** 10.33 km
**$\varepsilon_0$:** 0.69 σ
**Contribution:** 4.96 %

## Discretization

**r:** min = 0.0, max = 1000.0, Δ = 20.0 km
**m:** min = 4.4, max = 9.4, Δ = 0.2
**ε:** min = -3.0, max = 3.0, Δ = 0.5 σ

## Epsilon keys

**ε0:** [-∞ .. -2.5)
**ε1:** [-2.5 .. -2.0)
**ε2:** [-2.0 .. -1.5)
**ε3:** [-1.5 .. -1.0)
**ε4:** [-1.0 .. -0.5)
**ε5:** [-0.5 .. 0.0)
**ε6:** [0.0 .. 0.5)
**ε7:** [0.5 .. 1.0)
**ε8:** [1.0 .. 1.5)
**ε9:** [1.5 .. 2.0)
**ε10:** [2.0 .. 2.5)
**ε11:** [2.5 .. +∞]

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## Deaggregation Contributors

| Source Set ↳ Source | Type | r | m | $\varepsilon_0$ | lon | lat | az | % |
|---|---|---|---|---|---|---|---|---|
| UC33brAvg_FM32 | System | | | | | | | 31.83 |
| Compton [0] | | 11.17 | 7.26 | 0.64 | 118.043°W | 33.702°N | 237.53 | 6.16 |
| Anaheim [0] | | 5.38 | 6.69 | 0.72 | 117.943°W | 33.780°N | 315.69 | 3.77 |
| San Joaquin Hills [0] | | 10.58 | 7.21 | 1.19 | 117.934°W | 33.674°N | 184.75 | 3.58 |
| Newport-Inglewood alt 2 [1] | | 11.81 | 7.49 | 1.18 | 118.001°W | 33.681°N | 216.88 | 3.41 |
| Puente Hills (Coyote Hills) [0] | | 14.80 | 7.32 | 1.47 | 117.922°W | 33.893°N | 1.03 | 2.10 |
| Whittier alt 2 [3] | | 19.89 | 7.62 | 1.64 | 117.838°W | 33.928°N | 23.89 | 1.83 |
| Peralta Hills [1] | | 10.66 | 7.34 | 1.20 | 117.885°W | 33.854°N | 20.43 | 1.63 |
| Richfield [1] | | 14.39 | 6.46 | 1.94 | 117.870°W | 33.882°N | 21.33 | 1.39 |
| Yorba Linda [0] | | 10.99 | 7.57 | 0.65 | 117.889°W | 33.858°N | 17.94 | 1.29 |
| Palos Verdes [7] | | 28.25 | 7.46 | 2.12 | 118.179°W | 33.624°N | 236.39 | 1.27 |
| UC33brAvg_FM31 | System | | | | | | | 29.62 |
| Compton [0] | | 11.17 | 7.21 | 0.65 | 118.043°W | 33.702°N | 237.53 | 5.83 |
| Newport-Inglewood alt 1 [1] | | 11.91 | 7.46 | 1.19 | 117.995°W | 33.676°N | 213.40 | 3.79 |
| Anaheim [0] | | 5.38 | 6.67 | 0.73 | 117.943°W | 33.780°N | 315.69 | 3.78 |
| San Joaquin Hills [0] | | 10.58 | 7.55 | 1.02 | 117.934°W | 33.674°N | 184.75 | 3.06 |
| Whittier alt 1 [4] | | 19.95 | 7.56 | 1.67 | 117.833°W | 33.927°N | 25.13 | 2.36 |
| Peralta Hills [1] | | 10.66 | 7.01 | 1.42 | 117.885°W | 33.854°N | 20.43 | 1.73 |
| Yorba Linda [0] | | 10.99 | 7.44 | 0.65 | 117.889°W | 33.858°N | 17.94 | 1.31 |
| Palos Verdes [7] | | 28.25 | 7.30 | 2.22 | 118.179°W | 33.624°N | 236.39 | 1.13 |
| UC33brAvg_FM31 (opt) | Grid | | | | | | | 19.35 |
| PointSourceFinite: -117.925, 33.833 | | 8.71 | 5.72 | 1.63 | 117.925°W | 33.833°N | 0.00 | 3.52 |
| PointSourceFinite: -117.925, 33.833 | | 8.71 | 5.72 | 1.63 | 117.925°W | 33.833°N | 0.00 | 3.52 |
| PointSourceFinite: -117.925, 33.806 | | 6.61 | 5.74 | 1.32 | 117.925°W | 33.806°N | 0.00 | 3.31 |
| PointSourceFinite: -117.925, 33.806 | | 6.61 | 5.74 | 1.32 | 117.925°W | 33.806°N | 0.00 | 3.31 |
| UC33brAvg_FM32 (opt) | Grid | | | | | | | 19.20 |
| PointSourceFinite: -117.925, 33.833 | | 8.74 | 5.71 | 1.64 | 117.925°W | 33.833°N | 0.00 | 3.43 |
| PointSourceFinite: -117.925, 33.833 | | 8.74 | 5.71 | 1.64 | 117.925°W | 33.833°N | 0.00 | 3.43 |
| PointSourceFinite: -117.925, 33.806 | | 6.62 | 5.74 | 1.32 | 117.925°W | 33.806°N | 0.00 | 3.23 |
| PointSourceFinite: -117.925, 33.806 | | 6.62 | 5.74 | 1.32 | 117.925°W | 33.806°N | 0.00 | 3.23 |

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**EXHIBIT C: PROPOSED AGREEMENT**

**PROPOSED AGREEMENT NO. C-5-4320**

**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 "DESIGN-BUILDER").

**WITNESSETH:**

**WHEREAS,** AUTHORITY has determined that it requires the design and construction of a hydrogen fueling station and facility modifications at the Garden Grove Bus Base; and

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

**WHEREAS**, DESIGN-BUILDER has represented that it has the requisite personnel and experience, and is capable of performing such services; and

**WHEREAS**, DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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.

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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 DESIGN-BUILDER or to future performance of such terms or conditions and DESIGN-BUILDER 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.

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 DESIGN-BUILDER 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

A. DESIGN-BUILDER shall provide all labor, equipment, materials and facilities necessary for all work related to 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 "Scope of Work";

Exhibit C, entitled "Preliminary Plans";

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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 DESIGN-BUILDER in its original bid to AUTHORITY, including, but not limited to, DESIGN-BUILDER's certifications relative to Workers' Compensation Insurance, and compliance with Section 7028.15 of the State of California Business and Professions Code.

B. DESIGN-BUILDER 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 DESIGN-BUILDER, 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 DESIGN-BUILDER, 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 DESIGN-BUILDER is not provided with such notice by the departing employee.

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AUTHORITY shall respond to DESIGN-BUILDER within seven (7) calendar days following receipt of these qualifications concerning acceptance of the candidate for replacement.

**ARTICLE 4. DELIVERY / RECOVERY SCHEDULE**

A. DESIGN-BUILDER shall fully complete the herein above described work within ( ) calendar days from the effective date of written Notice to Proceed (NTP) issued by AUTHORITY. DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER, within ten days after DESIGN-BUILDER first becomes aware of such schedule delay, shall prepare and submit to AUTHORITY for review and approval a Recovery Schedule demonstrating DESIGN-BUILDER's proposed plan to regain lost schedule progress and to achieve the original contractual milestones in accordance with the Contract. AUTHORITY shall notify DESIGN-BUILDER 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, DESIGN-BUILDER will resubmit a revised Recovery Schedule incorporating AUTHORITY's comments. When AUTHORITY accepts DESIGN-BUILDER's Recovery Schedule, DESIGN-BUILDER 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 DESIGN-BUILDER in preparing, implementing and achieving the Recovery Schedule shall be borne by DESIGN-BUILDER and shall not result in a change to the contract price.

D. In the event that DESIGN-BUILDER fails to provide an acceptable Recovery Schedule within 30 days of DESIGN-BUILDER's receipt of a notice to do so, DESIGN-BUILDER shall have no right to receive progress payments until DESIGN-BUILDER has prepared and AUTHORITY has approved such Recovery Schedule.

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**ARTICLE 5. START OF WORK**

DESIGN-BUILDER 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 DESIGN-BUILDER by AUTHORITY. Conditions precedent to AUTHORITY issuing said Notice to Proceed are DESIGN-BUILDER furnishing the Exhibit E "Performance Bond," Exhibit F "Payment Bond," Exhibit G "Guaranty," and certificates of insurance as set forth in Article 10 hereunder. DESIGN-BUILDER 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. For DESIGN-BUILDER's full and complete performance of its obligations under this Agreement, and subject to the maximum cumulative payment obligation provision set forth in Article 7, AUTHORITY shall pay DESIGN-BUILDER the firm fixed sum of ____ Dollars ($ .00) for Tasks 1- 17.

B. Payment for Task 18 “Fuel Supply Services” will be made in accordance with the index formula as shown on Exhibit E, “Price Summary Sheet.” DESIGN-BUILDER shall submit supporting documentation and calculation for the delivered price of hydrogen fuel submitted in its invoice.

C. Progress payments and the final payment will be made by AUTHORITY to DESIGN-BUILDER 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 DESIGN-BUILDER 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.

D. Failure by AUTHORITY to pay amount in dispute shall not alleviate, diminish or modify in any respect the DESIGN-BUILDER's obligation to achieve final acceptance of and all work in accordance with the contract documents, and DESIGN-BUILDER shall not cease or slow down its performance under this Agreement on account of any such amount in dispute. DESIGN-BUILDER shall proceed as directed by AUTHORITY pending resolution of dispute. Upon resolution of dispute, each party shall promptly pay

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any amount owing.

E. Allowances (Tasks 19 and 20) 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 Contract Change Order.

## ARTICLE 7. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and DESIGN-BUILDER mutually agree that AUTHORITY's maximum cumulative payment obligation hereunder (including obligation for DESIGN-BUILDER 's profit), shall be _____ Dollars ($ .00), which shall include all amounts payable to DESIGN-BUILDER 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 DESIGN-BUILDER: | | To AUTHORITY: | |
|---|---|---|---|
| | | Orange County Transportation Authority | |
| | | 550 South Main Street | |
| | | P.O. Box 14184 | |
| , | | Orange, CA 92863-1584 | |
| ATTENTION:<br>Title: | | ATTENTION:<br>Title: | Megan Bornman<br>Senior Contract Administrator |
| Phone:<br>Email: | | Phone: (714) 560 - 5064<br>Email: mbornman@octa.net | |
| | | Cc: Eric Torres, Project Manager | |

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| | |
|---|---|
| | Phone: (714) 560 – 5345<br>Email: etorres1@octa.net |

**ARTICLE 9. INDEPENDENT CONTRACTOR**

A. DESIGN-BUILDER's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. DESIGN-BUILDER's personnel performing services under this Agreement shall at all times be under DESIGN-BUILDER's exclusive direction and control and shall be employees of DESIGN-BUILDER and not employees of AUTHORITY. DESIGN-BUILDER 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 DESIGN-BUILDER'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, DESIGN-BUILDER shall defend and indemnify AUTHORITY in relation to any allegations made.

**ARTICLE 10. INSURANCE**

A. DESIGN-BUILDER 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. DESIGN-BUILDER shall provide the following insurance coverage:

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

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

D. Workers' Compensation with limits as required by the State of California, including waiver of subrogation, in favor of AUTHORITY, its officers, directors, employees and agents.

E. Builders All Risk policy or course of construction including earthquake and flood coverage

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with minimum limits of $(project amount);

F. Employers' Liability with minimum limits of $1,000,000;

G. Professional Liability with minimum limits of $2,000,000 per occurrence and $4,000,000 general aggregate;

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H. Pollution Liability with minimum limits of $2,000,000 per occurrence and $4,000,000 general aggregate;

I. Prior to commencement of any work hereof, DESIGN-BUILDER 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; and

2. The coverage shall be primary and noncontributory as to any other insurance with respect to performance hereunder; and

J. Thirty (30) days prior written notice of cancellation or material change be given to AUTHORITY.

K. In addition, DESIGN-BUILDER shall provide insurance policy blanket endorsement.

L. "Occurrence," as used herein, means any event or related exposure to conditions, which result in bodily injury or property damage.

M. DESIGN-BUILDER shall submit required insurance certificates to AUTHORITY's insurance tracking contractor, InsureTrack. DESIGN-BUILDER shall respond directly to InsurTrack's request for updated insurance certificates and other insurance-related matters by email to octa@instracking.com

N. DESGIN-BUILDER shall include on the face of the certificate of insurance, the following information:

1. The Agreement Number C-5-4320 and, the Contract Administrator's Name, Megan



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Bornman.

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.

O. Upon AUTHORITY's request, certified, true and exact copies of each of the insurance policies shall be provided to AUTHORITY.

P. AUTHORITY shall notify DESIGN-BUILDER in writing of any changes in the requirements to insurance required to be provided by DESIGN-BUILDER. 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.

Q. DESIGN-BUILDER shall also include in each subcontract the stipulation that subcontractors shall maintain coverage in the amounts required as provided in this Agreement.

R. DESIGN-BUILDER shall be required to immediately notify AUTHORITY of any modifications or cancellation of any required insurance policies.

## ARTICLE 11. BONDS

A. By submitting Exhibit E, entitled "Performance Bond," and Exhibit F, entitled "Payment Bond," DESIGN-BUILDER shall satisfy AUTHORITY's requirements that DESIGN-BUILDER deposit with AUTHORITY bonds with values in the sum of 100 percent of this Agreement's price to cover DESIGN-BUILDER's failure to fully perform hereunder and DESIGN-BUILDER's failure to pay its labor, material or failure to comply with Article 33 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. DESIGN-BUILDER's parent companies are the guarantors of the DESIGN-BUILDER's obligations under this Agreement. The guarantees provided by such Guarantors, in the form attached as Exhibit G, assure performance of the DESIGN-BUILDER's obligations under this Agreement and shall be maintained in full force and effect throughout the duration of the Agreement.

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C. Notwithstanding any other provision set forth in this Agreement, performance by a Surety or Guarantor of any obligations of DESIGN-BUILDER shall not relieve DESIGN-BUILDER of any of its obligations thereunder.

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## 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 all exhibits; (2) the provisions of RFP5-4320; (3) DESIGN-BUILDER's technical proposal dated , DESIGN-BUILDER's price proposal dated , and (4) all other documents, if any, cited herein or incorporated by reference.

## 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, DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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,

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removed or replaced at DESIGN-BUILDER's expense.

**ARTICLE 14. MODIFICATION PROPOSALS-PRICE BREAKDOWN**

DESIGN-BUILDER, 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 DESIGN-BUILDER 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 DESIGN-BUILDER. The decision of the Director, CAMM, shall be the final and conclusive administrative decision.

B. Pending final decision of a dispute hereunder, DESIGN-BUILDER 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 DESIGN-BUILDER written notice thereof. AUTHORITY shall terminate by delivering to DESIGN-BUILDER a written Notice of Termination for Convenience specifying the extent of termination

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and its effective date. Upon termination, AUTHORITY shall pay DESIGN-BUILDER 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 DESIGN-BUILDER in accordance with the provisions of the FAR referenced above and Article 8, herein. Upon receipt of said notification, DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER, terminate DESIGN-BUILDER'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 DESIGN-BUILDER'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 DESIGN-BUILDER'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 DESIGN-BUILDER's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

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C. DESIGN-BUILDER's right to proceed shall not be so terminated nor the DESIGN-BUILDER 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 DESIGN-BUILDER, including but not restricted to, acts of God, acts of the public enemy, acts or omissions of AUTHORITY, acts of another DESIGN-BUILDER 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 DESIGN-BUILDER and such subcontractors or suppliers; and

2. DESIGN-BUILDER, 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 DESIGN-BUILDER 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 DESIGN-BUILDER at periodic intervals during the project.

D. If, after notice of termination of DESIGN-BUILDER's right to proceed under the provisions of this clause, it is determined for any reason that DESIGN-BUILDER 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

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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.

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F. As used in paragraph C.1 of this Article, the term "subcontractors or suppliers," means subcontractors or suppliers at any tier.

**ARTICLE 18. INDEMNIFICATION**

A. DESIGN-BUILDER 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 DESIGN-BUILDER, its officers, directors, employees, agents, subconsultants or suppliers in connection with or arising out of the performance of this Agreement.

B. DESIGN-BUILDER 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 DESIGN-BUILDER, 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.

C. Notwithstanding the foregoing, to the extent that DESIGN-BUILDER'S duty to indemnify arises out of a claim to which Civil Code section 2782.8 would apply, DESIGN-BUILDER shall indemnify

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and defend the Indemnitees to the maximum extent permitted by Civil Code section 2782.8.

## ARTICLE 19. ASSIGNMENTS AND SUBCONTRACTS

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

B. DESIGN-BUILDER shall be fully responsible to AUTHORITY for all acts and omissions of its own employees, and of subcontractors and their employees. DESIGN-BUILDER 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 DESIGN-BUILDER for the project and to require modifications thereto to conform to the requirements set forth herein.

D. AUTHORITY hereby consents to DESIGN-BUILDER's subcontracting of portions of the Scope of Work to the parties identified below for the functions described in DESIGN-BUILDER's proposal. DESIGN-BUILDER shall include in the subcontract agreement the stipulation that DESIGN-BUILDER, 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 DESIGN-BUILDER.

| Subcontractor Name/Address | Subcontractor Amounts |
|---|---|
| | |
| | |
| | |

## ARTICLE 20. AUDIT AND INSPECTION OF RECORDS

DESIGN-BUILDER shall provide AUTHORITY, or other agents of the AUTHORITY, such access to DESIGN-BUILDER's accounting books, records, payroll documents and facilities of the DESIGN-



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BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER'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 DESIGN-BUILDER 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. DESIGN-BUILDER 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. FEDERAL, STATE AND LOCAL LAWS

DESIGN-BUILDER 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 22. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, DESIGN-BUILDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. DESIGN-BUILDER 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 23. PRIVACY ACT

DESIGN-BUILDER shall comply with, and assures the compliance of its employees with, the

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information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, DESIGN-BUILDER agrees to obtain the express consent of the Federal Government before DESIGN-BUILDER or its employees operate a system of records on behalf of the Federal Government. DESIGN-BUILDER 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 24. PROHIBITED INTERESTS**

DESIGN-BUILDER 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 25. 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 DESIGN-BUILDER'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 DESIGN-BUILDER 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. DESIGN-BUILDER shall comply with AUTHORITY's policies regarding such material. Nothing furnished to DESIGN-BUILDER, which is otherwise known to DESIGN-BUILDER or becomes generally known to the related industry shall be deemed confidential. DESIGN-BUILDER 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.

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C. No copies, sketches, computer graphics or graphs, including graphic art work, are to be released by DESIGN-BUILDER 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 DESIGN-BUILDER and AUTHORITY.

**ARTICLE 26. PATENT AND COPYRIGHT INFRINGEMENT**

A. In lieu of any other warranty by AUTHORITY or DESIGN-BUILDER against patent or copyright infringement, statutory or otherwise, it is agreed that DESIGN-BUILDER 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 DESIGN-BUILDER shall pay all costs and damages finally awarded in any such suit or claim, provided that DESIGN-BUILDER is promptly notified in writing of the suit or claim and given authority, information and assistance at DESIGN-BUILDER's expense for the defense of same. However, DESIGN-BUILDER 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 DESIGN-BUILDER when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. DESIGN-BUILDER shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. DESIGN-BUILDER shall not be obligated to indemnify AUTHORITY under any settlement made without DESIGN-BUILDER'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 DESIGN-BUILDER's expense. If the use or sale of said item is enjoined as a result of such suit or claim, DESIGN-BUILDER, 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.

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**ARTICLE 27. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

All design and engineering work furnished by DESIGN-BUILDER 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.

**ARTICLE 28. FINISHED AND PRELIMINARY DATA**

A. All of DESIGN-BUILDER'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. DESIGN-BUILDER 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 DESIGN-BUILDER. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by DESIGN-BUILDER 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 DESIGN-BUILDER causes AUTHORITY to exercise ARTICLE 13, and a price shall be negotiated for all preliminary data.

**ARTICLE 29. CONVICT LABOR**

In connection with the performance of work under this Agreement, DESIGN-BUILDER agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include

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convicts who are on parole or probation.

**ARTICLE 30. NOTICE OF LABOR DISPUTE**

Whenever DESIGN-BUILDER has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, DESIGN-BUILDER shall immediately notify and submit all relevant information to AUTHORITY. DESIGN-BUILDER 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 DESIGN-BUILDER 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, DESIGN-BUILDER shall pay to AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of Six Hundred Dollars ($600.00). Alternatively, AUTHORITY may terminate this Agreement in whole or in part as provided in Article 16 of this Agreement, and in that event, DESIGN-BUILDER 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. DESIGN-BUILDER 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, DESIGN-BUILDER warrants that (1) all work performed and all equipment and material provided under this Agreement by DESIGN-BUILDER 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 DESIGN-BUILDER or any of its subcontractors or suppliers at any tier, shall be of modern design, in good working condition and fit

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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, DESIGN-BUILDER shall remedy at its own expense any such failure to conform or correct any such defect. In addition, DESIGN-BUILDER shall remedy at its own expense any damage to AUTHORITY owned or controlled real or personal property, when that damage is the result of DESIGN-BUILDER's failure to conform to Agreement requirements or any such defect of equipment, material, workmanship or design. DESIGN-BUILDER shall also restore any work damaged in fulfilling the terms of this clause. DESIGN-BUILDER'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 DESIGN-BUILDER in writing within a reasonable time after the discovery of any failure, defect or damage. DESIGN-BUILDER has seven days from receipt of notice from AUTHORITY to respond to AUTHORITY's notification and indicate how DESIGN-BUILDER will remedy the failure, defect, or damage. If AUTHORITY is not satisfied with the remedy proposed by DESIGN-BUILDER, DESIGN-BUILDER and AUTHORITY shall meet and mutually agree when and how DESIGN-BUILDER shall remedy such violation. In the case of an emergency requiring immediate corrective action, DESIGN-BUILDER shall implement such action, as it deems necessary and shall notify AUTHORITY in writing of the urgency of a decision and action taken. DESIGN-BUILDER and AUTHORITY shall, then promptly meet in order to agree on a remedy. If DESIGN-BUILDER and AUTHORITY fail to agree on the remedy within a five-day period, AUTHORITY, after notice to DESIGN-BUILDER, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by DESIGN-BUILDER.

C. Should DESIGN-BUILDER 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 DESIGN-BUILDER's expense and DESIGN-BUILDER 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

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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 DESIGN-BUILDER for the benefit of AUTHORITY. In such case if DESIGN-BUILDER's warranty under paragraph A above has expired, any suit directed by AUTHORITY shall be at the expense of AUTHORITY. DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER or its subcontractors or suppliers at any tier, DESIGN-BUILDER 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. DESIGN-BUILDER shall require any subcontractors, manufacturers or suppliers thereof to execute their warranties in writing directly to AUTHORITY.

I. Any disagreement between AUTHORITY and DESIGN-BUILDER relating to this section shall be subject to dispute resolution in accordance with Article 15.

## ARTICLE 33. GENERAL WAGE RATES

A. DESIGN-BUILDER warrants that all mechanics, laborers, journeypersons, workpersons, craftspersons or apprentices employed by DESIGN-BUILDER 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

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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 DESIGN-BUILDER 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 DESIGN-BUILDER upon request. DESIGN-BUILDER shall post a copy thereof at each job site at which work hereunder is performed.

B. In addition to the foregoing, DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER 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.

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Inspection or test shall not relieve DESIGN-BUILDER 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. DESIGN-BUILDER 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. DESIGN-BUILDER shall promptly segregate and remove rejected material from the premises.

C. DESIGN-BUILDER 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 DESIGN-BUILDER any additional cost of inspection or test when material or workmanship is not ready at the time specified by DESIGN-BUILDER for inspection or test or when reinspection or retest is necessitated by prior rejection.

D. If DESIGN-BUILDER 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 DESIGN-BUILDER, or (2) may terminate DESIGN-BUILDER'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, DESIGN-BUILDER 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 DESIGN-BUILDER or its subcontractors, DESIGN-BUILDER shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this

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Agreement, an equitable adjustment shall be made in the Agreement price to compensate DESIGN-BUILDER 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 DESIGN-BUILDER may, at its option, use any equipment, material, article or process which, in the judgment of AUTHORITY, is equal to that named. DESIGN-BUILDER 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 DESIGN-BUILDER contemplates incorporating in the work. When required by this Agreement or when called for by AUTHORITY, DESIGN-BUILDER 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 DESIGN-BUILDER'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 DESIGN-

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BUILDER 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 DESIGN-BUILDER's cost and without a time extension; and DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER and/or obtain reimbursement from DESIGN-BUILDER 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 DESIGN-BUILDER'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 DESIGN-BUILDER's receipt of an invoice thereof. DESIGN-BUILDER 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**

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DESIGN-BUILDER 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.

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**ARTICLE 38. SUPERINTENDENCE BY CONTRACTOR**

DESIGN-BUILDER, 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 DESIGN-BUILDER.

**ARTICLE 39. OTHER CONTRACTS**

AUTHORITY may undertake or award other agreements for additional work, and DESIGN-BUILDER shall fully cooperate with such other DESIGN-BUILDER's and AUTHORITY's employees and carefully fit its own work to such additional work as may be directed by AUTHORITY. DESIGN-BUILDER shall not commit or permit any act, which will interfere with the performance of work by any other DESIGN-BUILDER or by AUTHORITY.

**ARTICLE 40. INSPECTION OF SITE**

DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER to acquaint itself with the available information will not

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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 DESIGN-BUILDER on the basis of the information made available by AUTHORITY.

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**ARTICLE 41. DIFFERING SITE CONDITIONS**

A. DESIGN-BUILDER 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 DESIGN-BUILDER'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 DESIGN-BUILDER under this Article shall be allowed unless DESIGN-BUILDER has given the written notice required above; no claim by DESIGN-BUILDER for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

**ARTICLE 42. OPERATIONS AND STORAGE AREAS**

A. All operations of DESIGN-BUILDER (including storage of materials and equipment) on AUTHORITY owned premises shall be confined to areas authorized or approved by AUTHORITY. DESIGN-BUILDER shall hold AUTHORITY and its officers and agents free and harmless from liability of any nature occasioned by DESIGN-BUILDER's operations.

B. Temporary building (storage sheds, shops, offices, etc.) may be erected by DESIGN-BUILDER with the written consent of AUTHORITY, and shall be built with labor and materials furnished by DESIGN-BUILDER without expense to AUTHORITY. Such temporary buildings and utilities shall

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remain the property of DESIGN-BUILDER and shall be removed by DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER and any damaged roads, curbing or sidewalks shall be repaired by, or at the expense of, DESIGN-BUILDER.

**ARTICLE 43. PROTECTION OF VEGETATION, UTILITIES, IMPROVEMENTS**

A. DESIGN-BUILDER 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. DESIGN-BUILDER 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 DESIGN-BUILDER fails or refuses to repair any such damage promptly, AUTHORITY may have the necessary work performed and charge the cost to DESIGN-BUILDER.

**ARTICLE 44. CLEANING UP**

A. DESIGN-BUILDER 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

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any rubbish from AUTHORITY owned premises and all tools, scaffolding, equipment and materials not the property of AUTHORITY. Upon completion of the construction, DESIGN-BUILDER 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, DESIGN-BUILDER shall clean the construction site, including all areas under the control of AUTHORITY, that have been used by DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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 DESIGN-BUILDER 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, DESIGN-BUILDER 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 DESIGN-BUILDER, 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. CONTRACTOR PURCHASED EQUIPMENT**

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A. If during the course of this Agreement, additional equipment is required, which will be paid for by the AUTHORITY, DESIGN-BUILDER must request prior written authorization from the AUTHORITY's project manager before making any purchase. As part of this purchase request, DESIGN-BUILDER 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, DESIGN-BUILDER must provide the justification for the sole source.

B. DESIGN-BUILDER 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, DESIGN-BUILDER may keep the equipment and credit AUTHORITY in an amount equal to its fair market value. Fair market value shall be determined, at DESIGN-BUILDER's expense, on the basis of an independent appraisal. DESIGN-BUILDER 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 47. CONFLICT OF INTEREST**

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

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

B. If the AUTHORITY determines that DESIGN-BUILDER, its employees, or subconsultants are subject to disclosure requirements under the Political Reform Act (Government Code section 81000 et seq.), DESIGN-BUILDER 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 48. CODE OF CONDUCT**

DESIGN-BUILDER 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. DESIGN-BUILDER agrees to include these requirements in all of its subcontracts.

**ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

DESIGN-BUILDER 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 50. HEALTH AND SAFETY REQUIREMENTS**

DESIGN-BUILDER shall comply with all requirements set forth in Exhibit H, Level 3 Safety Specifications. As used therein, "Contractor" shall mean "Consultant," and "Subcontractor" shall mean "Sub-consultant."

**ARTICLE 51. LIMITATION ON GOVERNMENTAL DECISIONS**

DESIGN-BUILDER 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. DESIGN-BUILDER'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, DESIGN-BUILDER's personnel

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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 52. 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. The parties agree that government imposition of tariffs shall not constitute an act of God or otherwise be considered a force majeure event.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-5-4320 to be executed as of the date of the last signature below.

**DESIGN-BUILDER**

By: _____

**ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: _____
Darrell E. Johnson
Chief Executive Officer

**APPROVED AS TO FORM:**

By: _____
James M. Donich
General Counsel

**APPROVED:**

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By: _____
James G. Beil, P.E.
Executive Director, Capital Programs

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## EXHIBIT D:  GENERAL PROVISIONS

# GENERAL PROVISIONS

## A. COST BREAKDOWN

Within fifteen (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 costs shall be segregated between off-site and on-site costs. Mobilization costs shall not exceed ten percent (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 twenty-fifth ($25^{th}$) day of each month, shall prepare a progress payment estimate based on the estimated percentage of completion of each Bid Item, with the exception of fuel which will be calculated in accordance with Exhibit E, Price Summary Sheet, 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 fifteenth ($15^{th}$) 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 ninety-five percent (95%) of each progress payment amount as determined above, retaining five percent (5%) as part security for the fulfillment of this Agreement by the Contractor, subject to Public Contract Code 22300.

4. The amount retained in accordance with paragraph B.3., hereinabove from the progress payments will be paid in full to the Contractor as part of the final payment upon Contractor's full completion of this Agreement, except that one half of one percent (½ of 1%) of this Agreement's total price shall be retained for one (1) year beyond the date of the Notice of Completion filed for this Agreement as partial security for fulfillment of the warranty obligations by the Contractor under this Agreement.

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5. No progress payments will be made for materials not installed.

6. 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.

7. 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.

8. 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

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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

A "Claim" that falls within the definition of Public Contract Code Section 9204 (hereafter, "Section 9204"), as may be amended, means a separate demand by Contractor, sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by Authority; (b) payment by Authority of money or damages arising from work done by, or on behalf of, the Contractor and payment for which is not otherwise expressly provided or to which Contractor is not otherwise entitled; and/or (c) payment of an amount that is disputed by the Authority.

It is important that the Authority be promptly notified of any potential claims so that it can timely and reasonably investigate the merits of the Claim when the events giving rise to the Claim are current and, when appropriate, make timely adjustments in the work in response thereto. Contractor shall submit to Authority a Notice of Claim within fifteen (15) calendar days after receipt of or the discovery of information, or the occurrence of an event, or any actions of Authority or its agents, that Contractor believes may result in a Claim. The Notice of Claim shall state the reason(s) for the Claim and the nature of the additional costs or delay that Contractor believes it will incur. Such Notice shall be submitted prior to the submission of the Claim documentation described below. If a Notice of Claim is not submitted within the fifteen (15) day period, it shall be deemed waived.

The Authority and Contractor agree to attempt to informally resolve any disputes which may give rise to a Claim in accordance with the dispute resolution process set forth under the Agreement and these General Provisions. Within twenty (20) calendar days, or any mutually agreeable extension thereof, from the date the Notice of Claim is received by Authority, the parties shall commence the dispute resolution process set forth in the Agreement. Contractor shall provide a representative at the meeting who has authority to resolve the claim on the Contractor's behalf. If a resolution is not reached and the Authority and Contractor have not, in writing, mutually agreed to continue with informal efforts at resolution, Contractor shall file a Claim within thirty (30) calendar days after the informal resolution process has concluded, or such Claim shall be deemed waived.

The Authority and the Contractor shall process the Claim in accordance with Section 9204 and the requirements set forth herein.

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1. **Claim Requirements**.

   a. Any submittal intended by the Contractor to be evaluated by Authority as a Claim shall be entitled "Claim" and sent to Authority by registered mail or certified mail with return receipt requested. The Contractor may present a Claim on behalf of a subcontractor or a lower tier subcontractor meeting the requirements of Section 9204(d)(5).

   b. All Claims shall be submitted by the Contractor within thirty (30) calendar days after the conclusion of the informal resolution process discussed above; however, this timeframe may be extended unilaterally by Authority in writing. Any Claim not submitted within the specified thirty (30) calendar days, or as otherwise authorized by Authority, shall be deemed untimely and waived.

   c. All Claims shall include reasonable documentation in support, including a detailed factual statement that sets forth names, dates, and specific events that took place. In addition, supporting documents shall include 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.

   d. Claims filed by the Contractor shall be in sufficient detail and contain adequate supporting documentation 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 sufficient information and details will be cause for Authority to deny the Claim and/or find the Claim untimely and, therefore, waived. If the Claim is silent regarding entitlement to extra time, the Contractor shall be entitled to no extra time in connection with the Claim. If the Claim is silent regarding additional compensation, the Contractor shall be entitled to no additional compensation in connection with the Claim.

   e. No Claims shall be filed later than the date of final payment.

   f. All Claims and any amendments thereto shall include the fully executed certification set forth below. Any Claim submitted without a fully executed certification shall be rejected by Authority and returned to the Contractor.

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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: _____

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**2. Claim Review**

Within forty-five (45) calendar days of receipt of the Claim, or any extension thereof agreed upon by the Authority and the Contractor, the Authority will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Payment of any undisputed portion of the Claim shall be made within sixty (60) calendar days after the Authority issues its written statement. If the Authority does not provide a written statement within the time specified, the Claim shall be deemed rejected.

### 3. Claim Settlement Conference

If the Contractor disputes the Authority's written statement or if the Claim is deemed rejected, the Contractor may demand in writing, by registered or certified mail to the Authority, return receipt requested, an informal conference to meet and confer in an effort to settle the disputed portion of any Claim. Within thirty (30) calendar days of receipt of such written demand, the Authority shall schedule a meet and confer conference. Such conference shall be attended by an officer or principle of the Contractor who has the authority to resolve the Claim on the Contractors' behalf.

If any portion of the Claim remains in dispute after the conference, the Authority shall, within ten (10) business days of the conclusion of the conference, provide the Contractor with a written statement identifying any portion that remains in dispute and any portion that is undisputed. Payment of any undisputed portion shall be made within sixty (60) calendar days after the Authority issues its written statement.

Any remaining disputed portion shall be submitted to nonbinding mediation, unless the Contractor and Authority waive the mediation upon mutual written agreement. Mediation includes any nonbinding process, including, but not limited to, a neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. The Authority and the Contractor will share in the costs of mediation equally in accordance with Section 9204.

Within ten (10) business days after issuance of the Authority's written statement, the Authority and Contractor shall select a mutually-agreeable mediator. If the parties cannot agree to a mediator, the Authority and Contractor will each select a mediator who will then select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Authority and Contractor will each bear its own fees and costs for its respective mediator in connection with the selection of the neutral mediator.

Claims which are not resolved through this Claims settlement process shall be resolved in accordance with the laws of the State of California.

## E. FINAL PAYMENT

1. After the filing of the Notice of Completion, (or acceptance of the Project), 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 fifteen (15) days after proposed final estimate

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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 thirty-five (35) days after the date of filing the Notice of Completion (or acceptance) 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 fifteen (15) days files claims, Authority will issue a semi-final estimate in lieu of the final estimate submitted to the Contractor; and thirty-five (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 thirty (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:

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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

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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 give 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

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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 Subsection H.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.

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## 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.

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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 respecting prevailing wages.

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 amount of wages and bona fide fringe benefits (Or cash equivalents thereof) 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.

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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 helpers, 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. The Authority will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) the classification is utilized in the area by the construction industry; and (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Authority agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, U.S. Department of Labor. The Administrator will approve, modify, or disapprove every additional classification action within thirty (30) days from receipt and so advise the Authority or will notify the Authority within the thirty (30)-day period that additional time is necessary.

c. 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. The wage rate (including fringe benefits where appropriate) determined pursuant to this subsection shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

d. 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.

e. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or

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mechanic the amount of costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under this plan or program.

f. 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.

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f. The amount of the accrued payments or advances as many be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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) ten percent (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, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rations and wage rates prescribed in the applicable programs.

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

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statement signed by the employer or its agent indicating that the payrolls are correct and complete; that each laborer or mechanic (including helpers, apprentices, and trainees) have been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; 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).

6. Contract Termination; Debarment

   A breach of Subsections 1 through 5 above may be grounds for termination of the Contract, and for debarment.

7. 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 eight (8) hours a day or forty

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(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 eight (8) hours a day or forty (40) hours in such work week.

8. 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.

9. 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.

10. 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.

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11. 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 certification 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

12. 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.

13. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference.

14. Certification of Eligibility

By entering into this Agreement, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. Section 1001.

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15. Insertion in Subcontracts

The Contractor shall set forth in all subcontracts Subsections 1 through 13 above 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.

16. Certified Payroll Records

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 labor laws, the payroll copy shall be retained at the project site for later review by the DIR or State agencies.

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 twentieth ($20^{th}$) 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 sixty ($6^{th}$) of that month, such payrolls will be considered to be delinquent. Regardless of the number of delinquent payrolls, an amount equal to ten percent (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 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

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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 twenty (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 thirty (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,

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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. 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.

5. The Contractor will include the provisions of this Paragraph ("Nondiscrimination") in every subcontract or purchase order entered into under this Agreement

6. 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

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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. 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.

## Q. 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.

## R. GOVERNMENT INSPECTIONS

The Authority, State or Federal Government representatives shall have access to the construction site and shall have the right to inspect all project works.

## S. 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

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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.

## T. 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

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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.

## U. 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.

## V. 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.

## W. 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.

## X. 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,

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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 eight (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.

## Y. 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.

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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, Authority 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.

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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.

## Z. 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.

## AA. 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

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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. TRENCHING AND EXCAVATIONS

In the event the Contractor is required to dig any trench or excavation that extends deeper than four (4) feet below the surface in order to perform the work authorized under the Agreement, Contractor agrees to promptly notify the Authority in writing and before further disturbing the site, if any, of the conditions set forth below are discovered:

1. Materials that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

The Authority will promptly investigate the conditions, and if it determines that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in the Agreement.

In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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## EXHIBIT E:  COST & PRICE FORM

# REQUEST FOR PROPOSALS (RFP) 5-4320

Enter below the proposed price for each of the work phases described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a lump-sum design-build contract.

| **Description** | **Price** |
|---|---|
| Task 1: Project Administration, Project Management, and Project Control | $_____ |
| Task 2: Authorities Having Jurisdiction, Design Criteria, Codes, Regulations, Standards, Hazard Analysis, Safety Requirements, and Project Site Conditions | $_____ |
| Task 3: Architectural & Engineering Design | $_____ |
| Task 4: Construction – Site Coordination and Mobilization | $_____ |
| Task 5: Construction – Demolition, Earthwork, Soil Compaction Grouting, and Concrete Placement | $_____ |
| Task 6: Construction – Dedicated Electrical Power Feed and Electrical Service Equipment | $_____ |
| Task 7: Construction – Hydrogen Equipment | $_____ |
| Task 8: Construction – Fire-Rated Walls, Fencing, Sliding Gates, and Safety Bollards | $_____ |
| Task 9: Construction – LED Area Lighting, Video Surveillance System (VSS) Cameras, Signage, Paint Striping and Markings | $_____ |
| Task 10: Construction – Hydrogen Detection Systems, Emergency Shutdown Systems, and Battery Backup Systems | $_____ |
| Task 11: Construction – Maintenance Platform | $_____ |
| Task 12: Inspections, Tests, Startup and Commissioning | $_____ |
| Task 13: Training – Safety, Operations, and First Responder | $_____ |
| Task 14: Back-to-Back Performance Testing and Performance Data | $_____ |

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| | |
|---|---|
| Task 15: Project Closeout Package | $_____ |
| Task 16: Operations during Training and Transition Period | $_____ |
| Task 17: All Other Work | $_____ |
| Task 18: Fuel Supply Services* | $_____ |
| Task 19: Allowance – Project Permit Fees | $ $150,000.00 |
| Task 20: Allowance – SCE Fees | $ $150,000.00 |
| **Total Price** | **$**_____ |

** Not-to-exceed amount.*

1. I acknowledge receipt of RFP 5-4320 and Addenda No.(s) _____

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

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# EXHIBIT F: SAFETY SPECIFICATIONS

## 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 SDS Management Program in compliance with CCR Title 8, Section 5194, Hazard Communication Standard.

5. On-Site HSE Representative:
   On Facility Modification Projects, The Contractor shall submit a resume of the designated on-site qualified HSE Representative. The HSE Representative shall possess a current certification from the Board of Certified Safety Professionals (BCSP), plus five (5) years construction or scope agreement HSE experience enforcing HSE compliance on heavy or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which the Contractor is contracting with the Authority. The designated HSE Representative shall participate in all HSE related submittals through completion of scope.

   On Capital Programs, The Contractor's on-site qualified HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP) or a Construction Health and Safety Technician (CHST) with current standing from the (BCSP) or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The

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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

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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

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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).

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I. Contractors and subcontractors training records for qualified equipment operators, electrical worker certification (NFPA 70E), confined space training, HAZWOPER training, and similar personnel safety training certificates as applicable to the agreement scope and as requested by the OCTA Project Manager and/or HSEC department, upon Authority request, within 72 hours and prior to starting or during the scope activity (submit to Project Manager).

J. A monthly report that includes number of workers on project, a list of subcontractors, work hours (month, year to date, & project cumulative) of each contractor, labor designation, OSHA Recordable injuries and illnesses segregated by medical treatment cases, restricted workday cases, number of restricted days, lost workday cases, and number of lost work days, and recordable incident rate. Contractor shall provide to the Authority, upon request, within 72 hours.

K. TRAINING DOCUMENTATION

To ensure that each employee is qualified to perform their assigned work, when applicable to scope work, Contractor shall verify training documentation is in place, prior to and during contract scope, and make available to the Authority, upon request, within 72 hours. Training may be required by the Authority or CCR Title 8 Standards and required for activity on Authority's property and/or Authority projects. Contractor shall provide to Authority, upon request, within 72 hours.

2.2 HAZARD COMMUNICATION (CCR Title 8, Section 5194)

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to chemical use on Authority property and/or project work areas the Contractor shall provide to the Authority Project Manager copies of Safety Data Sheet (SDS) for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with SCAQMD Rules 103, 1113, and 1171.

2.3 DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

A. Before beginning on-site activities, the Contractor shall designate an On-site HSE Representative. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

B. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager and the HSEC Department Manager. All contact information of the On-site HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager.

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QUALIFICATIONS – On Capital Programs, the Contractor shall submit a resume of the full time, on-site qualified HSE Representative(s) who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for HSE oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-site HSE Representative(s) shall have a minimum of seven (7) years heavy construction experience in administering HSE programs on heavy construction project sites, the last two years of which have been administering HSE in the construction discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative shall be a Certified Safety Professional (CSP) with current standing from the Board of Certified Safety Professionals (BCSP), or a Construction Health and Safety Technician (CHST) with current standing from the BCSP or a Certified Industrial Hygienist (CIH) with current standing from the American Board of Industrial Hygiene (ABIH), or an equal professional HSE Certificate of standing from The National Examination Board in Occupational Safety and Health **(**NEBOSH), that is acceptable to the Authority. The Contractor's On-site HSE Representatives(s) shall be on site during all operational hours. The On-site HSE Representative(s) shall set up, carry forward and aggressively and effectively maintain the project specific safety program and IIPP covering all phases of the work. If at any time the Contractor wishes to replace their On-site HSE Representative(s), the Contractor must provide written notice thirty (30) days prior to change of personnel to the Authority. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the scope work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Authority who may be involved. This requirement applies continuously and is not limited to normal working hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

On Facility Modification Projects, the Contractor shall submit a resume of the full time qualified on-site HSE Representative who reports directly to the Contractor's Project Manager or Superintendent, and who is responsible for safety oversight for field operations on the project no later than ten (10) days after receipt of Notice to Proceed, and prior to mobilization. The Contractor's On-Site HSE Representative shall hold a current certification from the BCSP, plus five (5) years construction or scope HSE experience enforcing HSE compliance on heavy construction or industrial construction project sites, the last two years of which have been administering HSE in the construction or scope discipline for which Contractor is contracting with the Authority. The Contractor's On-site HSE Representative(s) shall be on site during all operational hours. The designated HSE Representative shall participate in all HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.

1. Capital Programs may include, but are not limited to, projects involving demolition and construction of; heavy construction, rail projects, highway projects, parking lots and structures, fuel stations, building construction, facility modifications, bus base construction, EPA/DTSC remediation, AQMD air or soil monitoring, fuel tank removal or modification, major bus base modifications, handling potential hazardous waste projects, and similar projects as deemed a Capital Program at the sole discretion by the Authority.

2. Facility Modification Projects may include, but are not limited to, projects involving minor demolition and construction or improvement projects for transportation centers, bus base sites and/or building modifications, equipment and/or building upgrades, and similar projects as deemed a Facility Modification Project at the sole discretion by the Authority.

3. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.

4. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

C. The Contractor shall designate a Competent Individual for each task, as required by Cal-OSHA standards or laws. The task Competent Individual shall be responsible for the prevention of accidents. If the Authority or any public agency with jurisdiction notifies the Contractor of any claimed dangerous condition at the site that is within the Contractor's care, custody or control, the Contractor shall take immediate action to rectify the condition at no additional cost to the Authority. The Contractor shall be responsible for the payment of all fines levied against the Authority for deficiencies relating to the Contractor's supervision or conduct and/or control of the scope agreement.

D. On Facility Modification Projects, the Authority Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in section 2.3 (C), above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 15 workers, there are multiple scope work sites, or as warranted by the scope of work at the sole discretion by the Authority.

E. On Capital Programs, the Authority's Project Manager reserves the right to require the Contractor to provide one additional full-time safety representative with qualifications as identified in item 2.3 (C) above whenever the number of individuals from the Contractor, its subcontractors, suppliers, and vendors meets or exceeds 50 workers, or is warranted by the scope of work.

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## 2.4 SITE HSE ORIENTATION

The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects, a copy of the HSE orientation attendance list shall be provided to the Authority Project Manager. The safety orientation, at a minimum, shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.

## 2.5 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);

2. Reportable and/or recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);

3. Incidents impacting the environment, i.e. spills or releases on Authority property.

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

A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that led to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

C. A Serious Injury, Serious Incident, OSHA Recordable Injury / Illness, or Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within seven (7) calendar days of the incident. This review shall require a senior executive from the Contractors' organization to participate in the presentation. The serious incident presentation shall include action taken for the welfare of

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the injured, a status report of the injured, causation factors leading to the incident, a root cause analysis, and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury: includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement.

2. Serious Incident: includes property damage of $500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, etc.) notification or representation.

3. OSHA Recordable Injury / Illness: includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.

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

## 2.6 REGULAR INSPECTIONS & THIRD PARTY INSPECTIONS

A. Frequent and regular inspections of the project jobsite shall be made by the Contractor's On-site HSE Representative, or another Competent Individual designated by the Contractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

B. The Contractor is advised that representatives of regulatory agencies (i.e., CAL-OSHA, EPA, SCAQMD, etc.), upon proper identification, are entitled to access onto Authority property and projects. The Authority Project Manager shall be notified of their arrival as soon as possible.

## 2.7 ENVIROMENTAL REQUIREMENTS

A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.

B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils,

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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

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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.

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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,

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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.

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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.

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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.

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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:

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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:

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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.

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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.

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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

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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

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## EXHIBIT G:  PERFORMANCE BOND

# 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 **RFP 5-4320, "Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base,"** 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, 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 _____

_____
(Title)

Approved:

_____
(SEAL)

_____
(Surety)

By _____

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## EXHIBIT H: PAYMENT BOND

# 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 **RFP 5-4320, "Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base,"** 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.

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**PAYMENT BOND, PAGE 2**

**WITNESS** our hands this _____ day of _____, 202_.

(SEAL)

_____
(Contractor)

By _____

_____
(Title)

Approved:

_____
(Surety)

_____ By _____
(SEAL)

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## EXHIBIT I: GUARANTY

# 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-5-4320, "Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base".**

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.

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**GUARANTY, PAGE 2**

Subscribed and sworn to before me

this ___ day of _____, 202_

Seal of Notary

_____
Notary Public

_____
Name

_____
Title

_____
Signature

_____
Date

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**EXHIBIT J: CCO FORM**

# CONTRACT CHANGE ORDER

**DATE:**

| PROJECT | OCTA NO | CONTRACT NO. | SUPPL NO. | CHANGE REQUESTED BY: |
|---|---|---|---|---|
| | | | N/A | ☐ OWNER ☐ CONTRACTOR |

| TO:<br>TITLE: | ACCOUNT CODE | OTHER ID |
|---|---|---|

*You are hereby directed to make the herein described changes from the plans and specifications or do the following work not included in the plans and specifications on this contract. NOTE: This change order is not effective until approved by the Orange County Transportation Authority's Manager of Contracts Administration and Materials Management or in the case of change orders in excess of $210,000.00 the Orange County Transportation Authority's Chief Executive Officer. Describe work to be performed, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.*

Change Work Description:

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MODIFICATIONS DUE TO THIS CHANGE ORDER:

**TIME: 0** CALENDAR DAYS **PRICE: $0.00** ☐ INCREASE ☐ DECREASE

APPROVAL RECOMMENDED BY: _____ RESIDENT ENGINEER _____ DATE

APPROVAL RECOMMENDED BY: _____ PROJECT MANAGER _____ DATE

APPROVAL RECOMMENDED BY: _____ DIRECTOR OF RAIL PROGRAMS _____ DATE

APPROVAL RECOMMENDED BY: _____ EXECUTIVE DIRECTOR OF CAPITAL PROGRAMS _____ DATE

APPROVAL RECOMMENDED BY: _____ GENERAL COUNSEL _____ DATE

APPROVED BY: _____ CONTRACTS ADMINISTRATION AND MATERIALS MANAGEMENT _____ DATE

APPROVED BY: _____ CHIEF EXECUTIVE OFFICER _____ DATE

We, the Undersigned Contractor, have given careful consideration to the change and hereby agree that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will therefore accept as full payment the prices shown above. Additionally, we agreed that the compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, and all the Subcontractors and all Suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payments for interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under the Contract. The signing of this Change Order shall indicate that the Change Order constitutes the total equitable adjustment owed to the Contractor, all Subcontractors and all Suppliers, and the Contractor agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

ACCEPTED BY: _____ CONTRACTOR _____ DATE

_____ NAME _____ TITLE

If the Contractor does not sign acceptance of this order, their attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

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## EXHIBIT K: FORMS

# PROPOSAL DOCUMENT SUBMISSION CHECKLIST

**RFP NO. 5-4320**

*Design-Build of the Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base*

**The Orange County Transportation Authority has prepared this checklist as a reminder of the documents required to be submitted with the proposal.**

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE TECHNICAL PROPOSAL:**

| | |
|---|---|
| | **Proposal Exceptions and/or Deviations (Form B)**<br>*Any exceptions and/or deviations to the technical or contractual requirements should be submitted. A new form should be used for each exception and/or deviation* |
| | **Campaign Contributions Disclosure Form (Form E)**<br>*Form to be completed by all members of the design-build team regardless of whether a campaign contribution has been made or not* |
| | **Status of Past and Present Contracts Form (Form F)**<br>*Signed, dated* |
| | **Offeror's Certificate of Compliance Regarding Workers Compensation Insurance (Form G)**<br>*Signed and dated* |
| | **Offeror's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15 (Form H)**<br>*Signed, dated, notarized* |
| | **Non-Collusion Declaration Form (Form I)**<br>*Signed, dated* |
| | **Iran Contracting Certification (Form J)**<br>*Signed, dated* |

**THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE PRICE PROPOSAL:**

| | |
|---|---|
| | **Proposal Bond Form (Form C) - Proposal Bond or Check (circle one)**<br>*Correct RFP number, signed, dated, notarized (proposal bond)* |
| | **List of Subcontractors (Form D)**<br>*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* |

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**THE FOLLOWING ARE REQUIRED AT THE TIME OF CONTRACT AWARD:**

| | |
|---|---|
| | **Performance Bond**<br>*In the amount of one hundred percent of the full amount of the contract* |
| | **Payment Bond**<br>*In the amount of one hundred percent of the full amount of the contract* |
| | **Guaranty**<br>*Executed and notorized* |
| | **Insurance Certificate**<br>*Must meet the requirements set forth in the proposed Agreement* |

_____ _____

Authorized Signature Print Name and Title

_____ _____

Firm Name Date

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**RFP 5-4320**
**FORM B**

## PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

*Check one:*

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

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

Complete Description of Deviation or Exception:

_____
_____
_____
_____
_____
_____
_____
_____

Rationale for Requesting Deviation or Exception:

_____
_____
_____
_____
_____
_____

**Area Below Reserved for Authority Use Only:**

_____
_____
_____

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# PROPOSAL SECURITY FORM
# PROPOSAL BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ as principal and Offeror 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 **RFP 5-4320, "Design-Build of Hydrogen Fueling Station and Facility Modifications at Garden Grove Bus Base"**, 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 Offeror), and that if said proposal 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 company's printed standard form contains all of the security stipulations that protect the Authority in the above bond form.

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## LIST OF SUBCONTRACTORS (EXHIBIT D)

List only the subcontractors, which will perform work or labor or render services to the offeror in excess of one-half of one percent (1/2 of 1%) of the offeror'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** | | | | | | $ |

Offeror's Name_____

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**RFP 5-4320**
**FORM E**

# 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.)

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## 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 12 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 other contracts specified in Government Code Section 84308), 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.

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**RFP 5-4320**
**FORM E**

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

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# ORANGE COUNTY TRANSPORTATION AUTHORITY
# AND AFFILIATED AGENCIES

## Board of Directors

**Doug Chaffee, Chair**

**Jamey Federico, Vice Chair**

**Valerie Amezcua, Director**

**Mike Carroll, Director**

**Jon Dumitru, Director**

**Katrina Foley, Director**

**Patrick Harper, Director**

**Michael Hennessey, Director**

**Fred Jung, Director**

**Stephanie Klopfenstein, Director**

**Carlos Leon, Director**

**Janet Nguyen, Director**

**Tam Nguyen, Director**

**Vicente Sarmiento, Director**

**John Stephens, Director**

**Mark Tettemer, Director**

**Donald Wagner, Director**

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**RFP 5-4320**
**FORM F**

# 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

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# OFFEROR'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 Offeror/Contractor: _____

Signature: _____

Title: _____

Date: _____

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**RFP 5-4320**
**FORM H**

# OFFEROR'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 Offeror in the attached bid are true and correct.

Name of Offeror/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)

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# Non-Collusion Declaration to be Executed by Offeror and Submitted with Proposal

To the Orange County Transportation Authority
The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. In accordance with Title 23 United States Code Section 112 and Public Contract Code Section, 7106 the offeror 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. The bid is genuine and not collusive or sham. The offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham bid, or that anyone shall refrain from bidding. The offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the bid price, or of that of any offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the bid are true. The offeror 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a offeror that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the offeror.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Name of Offeror:_____

Signature:_____

Date:_____

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# IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits offerors 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 offeror must certify that the offeror is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each offeror is also required to certify that the offeror is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A offeror 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 offeror is not required to certify that it is engaged in investment activities in the energy sector of Iran if the offeror is exempt from the certification under PCC Section 2203(c) or (d). If the offeror is exempt from the certification requirement, the offeror will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the offeror 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.

DRAFT

**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 offeror 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 offeror, financial institution, or any subcontractor who will perform work or labor or render services to the offeror 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: _____

DRAFT

**Option No. 3: Non-Applicability**

Pursuant to PCC Section 2203(b), a offeror 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 offeror is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

DRAFT

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Agreement for Armored Vehicle Transportation and Fare Collection Counting Services

Finance and Administration Committee Meeting of September 10, 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 selection of Sectran Security, Inc. as the firm to provide armored vehicle transportation and fare collection counting services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4123 between the Orange County Transportation Authority and Sectran Security, Inc., in the amount of $966,322, to provide armored vehicle transportation and fare collection counting services for a two-year initial term with three, two-year option terms.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Agreement for Armored Vehicle Transportation and Fare Collection Counting Services

## *Overview*

On May 27, 2025, the Orange County Transportation Authority released a request for proposals to procure armored vehicle transportation and fare collection counting services. Proposals were received and evaluated in accordance with procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for these services.

## *Recommendations*

A. Approve the selection of Sectran Security, Inc. as the firm to provide armored vehicle transportation and fare collection counting services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4123 between the Orange County Transportation Authority and Sectran Security, Inc., in the amount of $966,322, to provide armored vehicle transportation and fare collection counting services for a two-year initial term with three, two-year option terms.

## *Discussion*

The Orange County Transportation Authority (OCTA) requires secure, reliable armored vehicle transportation and fare counting services to support its revenue handling operations. These services are essential for the transfer of farebox money bins and ticket vending machine (TVM) cash cassettes between OCTA bus bases and the firm's secure counting facility. The firm counts the collected coins and currency, providing detailed deposit reporting and ensuring strict compliance with OCTA's scheduling, operational, and security protocols. The secure handling and accurate accounting of fare collections are critical to maintaining the integrity of OCTA's revenue collection process.

The scope of work includes the secure transportation of fare deposits from the firm's counting facility to the bank, along with the transport of miscellaneous deposits from various OCTA locations to the bank. Services are performed Monday through Friday, excluding holidays, ensuring timely processing of fare revenue. The firm's fees are based on a negotiated rate per hundred dollars counted. By maintaining consistent, secure, and efficient transportation and counting procedures, OCTA ensures that fare revenue is safeguarded from collection through bank deposit.

Included in the scope of work will be an optional expansion of service allowing OCTA to extend armored vehicle transportation and counting service to the OC Streetcar Project.

The service is currently being provided by Los Angeles Federal Armored Services, Inc. (LA Federal); however, there have been ongoing performance issues with the firm, which have resulted in OCTA issuing several formal notices.

***Procurement Approach***

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for professional and technical services. In addition to cost, other factors are considered in the award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as prior experience with similar projects, staffing and project organization, work plan, as well as cost and price.

On May 27, 2025, Request for Proposals (RFP) 5-4123 was issued electronically on CAMM NET. The procurement was advertised in a newspaper of general circulation on May 27 and June 3, 2025. A pre-proposal conference was held on June 3, 2025; however, there were no attendees. Three addenda were issued to make available the pre-proposal conference registration sheet and presentation, respond to written questions, as well as handle administrative issues related to the RFP.

On June 25, 2025, two proposals were received. An evaluation committee consisting of OCTA staff from Contracts Administration and Materials Management, Revenue Administration, Express Lanes, and Maintenance departments met to evaluate all the proposals received.

The proposals were evaluated based on the following evaluation criteria and weightings:

- Qualifications of the Firm 20 percent
- Staffing and Project Organization 20 percent
- Work Plan 35 percent
- Cost and Price 25 percent

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm was weighted at 20 percent to ensure the firm has sufficient resources and the necessary experience related to armored vehicle transportation and fare collection counting services. Staffing and project organization was weighted at 20 percent as the firm had to demonstrate adequate training and relevant experience of the proposed project team. Work plan was weighted at 35 percent as the firm must adhere to the requirements and schedule specified in the scope of work. Additionally, the firm had to demonstrate through its work plan that it has the necessary vehicles, staff, equipment, and security protocols in place to deliver these services. Cost and price was weighted at 25 percent to ensure OCTA receives value for the services provided.

On July 8, 2025, the evaluation committee reviewed the proposals based on the evaluation criteria and interviewed both firms listed below in alphabetical order:

Firm and Location

LA Federal
Headquarters: South El Monte, California
Project Office: South El Monte, California

Sectran Security, Inc. (Sectran)
Headquarters: Pico Rivera, California
Project Office: Pico Rivera, California

On July 17, 2025, the evaluation committee conducted interviews with both firms. The interviews consisted of a presentation by each firm to demonstrate the firms' understanding of OCTA's requirements. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Questions were related to daily operation processes, contingency plans to ensure staffing requirements are met, quality assurance and quality control protocols, as well as specific clarification questions related to each firm's proposal.

At the conclusion of the interviews, a request for a best and final offer (BAFO) was issued to both firms to seek additional clarifications and final pricing. Both firms made adjustments to their pricing based on the clarifications.

Based on the evaluation of the written proposals and the information obtained from the interviews and BAFOs, as well as cost and price, the evaluation committee recommends Sectran for consideration of the award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Sectran is a privately held corporation founded in 1982 and headquartered in Pico Rivera, California. The firm demonstrated extensive experience providing armored vehicle transportation and cash management services across four states. The firm services over 10,000 customer locations and operates a fleet of more than 150 Level II and III armored vehicles. Sectran's transit clients include the San Diego Metropolitan Transit System, North County Transit District, and the City of Norwalk. In addition to transit agencies, the firm supports a broad customer base that includes financial institutions, retailers, and public agencies. Sectran demonstrated long-term financial stability, with a 400 percent growth in revenue over the last decade and maintains a litigation-free record. The firm currently operates ten branches and manages 110 daily service routes, supported by over 300 full-time employees. Sectran's proposal demonstrated that its operational infrastructure, financial strength, and relevant public sector experience position it to meet both current and future service demands. References cited Sectran's responsiveness, operational maturity, strong security protocols, and ability to maintain uninterrupted service even during periods of high demand. The firm received positive feedback from its references.

LA Federal is a family-owned business founded in 1990 and headquartered in South El Monte, California. The firm demonstrated experience providing armored vehicle transportation and fare collection services for public transit agencies including Long Beach, Omnitrans, Riverside Transit Agency Transit, and Torrance Transit. LA Federal is the current provider to OCTA and maintains a clean litigation record. The firm operates with a staff of 15 and a fleet of two armored vehicles and emphasizes a client-focused service model. While LA Federal demonstrated a successful track record and strong relationships with regional transit agencies, its limited staffing and fleet capacity raised concerns about operational scalability and surge responsiveness. The firm received positive feedback from its references.

Staffing and Project Organization

Sectran proposed a project team with extensive experience, which includes a chief operating officer with over 30 years of experience, a cash room manager with 30 years at the firm, and a dedicated customer service representative with over a decade of experience supporting public agency accounts. The proposed team would operate from the firm's Pico Rivera branch, which will serve as the primary servicing location for OCTA. Sectran's staffing approach includes cross-training for all key positions, access to certified trainers for onboarding, and contingency staffing plans to address absenteeism, holidays, and emergency needs. Supervisors and operations managers are trained and able to step into field roles when needed, and the firm maintains standby staff and vehicle reserves to ensure continuity of service. Internal procedures also support the reassignment of resources between branches, if necessary. During the interview, Sectran confirmed that the firm has never canceled a scheduled route due to staffing constraints, including during the coronavirus pandemic.

LA Federal proposed a project team with relevant experience. The team includes a vice president of operations with 29 years of experience, a senior vice president with over 40 years in the banking sector, and an assistant project manager. While the resumes presented reflected direct experience with armored transport and fare collection services, the overall team size was limited. The firm reported a staff of 15 and did not demonstrate a backup staffing plan or formal cross-training protocol. During the interview, the project team stated that route coverage would be maintained by shifting resources from other routes as needed. However, the evaluation committee noted that this approach lacked sufficient structure to maintain operation in the event of growth, turnover, or service disruption.

Work Plan

Sectran submitted a detailed and structured work plan addressing all tasks outlined in the scope of work. The plan includes daily collection of farebox bins and TVM cassettes, secure transport to the processing facility, dual custody coin and currency handling, deposit preparation, and same-day or next-business-day deposits to the designated banking institution. The firm's procedures include the use of serialized and barcoded seals, manifest tracking, and automated reconciliation tied to each bin or cassette. All transfers of responsibility require dual signatures and are monitored through closed circuit television. Vehicles assigned to OCTA are 2022 models or newer and include hydraulic liftgates, GPS tracking, digital video recorder camera systems, and internal cargo security measures. Sectran's cash room is equipped with high-speed processing equipment maintained through manufacturer agreements, and all workstations are camera-monitored, supervised, and access-controlled. Coin and currency

are processed using single-bag workflows, reducing handling errors, with automated systems that generate reconciliation reports and deposit summaries. The firm's escalation protocols include procedures for missed pickups, mechanical issues, and emergency rerouting. The work plan also addressed OCTA's audit and reporting requirements, including OCTA's right to inspect facilities and review source documentation. These comprehensive protocols and integration of technology demonstrated secure handling of OCTA's fare revenue. Additionally, the firm provided thorough responses to the evaluation committee's questions during the interview. Furthermore, in its BAFO response, clarifications regarding its vehicle specifications and staffing approach further demonstrated Sectran's ability to meet OCTA's requirements.

LA Federal submitted a general operational workflow outlining the steps from pickup to deposit preparation. The work plan referenced standard dual custody procedures and physical security features including 46 surveillance cameras and an alarm system. Although the firm's approach aligned with the scope of work, the evaluation committee noted a lack of detail on reconciliation procedures, quality control and quality assurance processes, and documentation standards. The firm proposed only two armored vehicles, one primary and one backup, without providing a detailed plan for meeting increased demand or maintaining service in the event of extended mechanical issues. Emergency procedures were described briefly and informally, and the work plan did not include a discussion of system enhancements or reporting tools beyond standard practice. During the interview, LA Federal provided general responses to the evaluation committee's questions and did not sufficiently address questions related to operational backups and quality assurance procedures. The firm's BAFO response addressed general operational coverage related to its vehicle fleet and staff resources.

Cost and Price

Pricing scores were based on a formula which assigned the higher score to the firm with the lower total average monthly fee, which includes fixed monthly rates as well as variable costs, and scored the other proposal's total average monthly fee on its relation to the lower total average monthly fee. Although Sectran did not propose the lower total average monthly fee, the firm's proposed monthly fees are comparable to what other public agencies pay for similar services. Additionally, the firm's fleet of 150 armored vehicles, dedicated staff resources, contingency staffing plans, security procedures, and integration of the latest technology demonstrates Sectran's ability to meet OCTA's needs to ensure secure and timely transport of fare revenue.

Procurement Summary

Based on the evaluation of the written proposals, the firm's qualifications, the information obtained from the interviews and BAFOs, as well as cost and price, the evaluation committee recommends the selection of Sectran as the top-ranked firm to provide armored vehicle transportation and fare collection counting services. Sectran delivered a thorough and comprehensive proposal and interview that was responsive to all the requirements of the RFP.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2025-26 Budget, Finance and Administration Division, Account No. 1261-7629-A5105-DU4, and is funded through the Orange County Transit District Fund.

***Summary***

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4123 with Sectran Security, Inc., in the amount of $966,322, for a two-year initial term with three, two-year option terms, to provide armored vehicle transportation and fare collection counting services.

***Attachments***

A. Review of Proposals, RFP 5-4123 Armored Vehicle Transportation and Fare Collection Counting Services
B. Proposal Evaluation Criteria Matrix, RFP 5-4123 Armored Vehicle Transportation and Fare Collection Counting Services
C. Contract History for the Past Two Years, RFP 5-4123 Armored Vehicle Transportation and Fare Collection Counting Services

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**Review of Proposals**
**RFP 5-4123 Armored Vehicle Transportation and Fare Collection Counting Services**
Presented to Finance & Administration Committee - September 10, 2025
**2 firms proposed, 2 firms were interviewed, 1 firm is being recommended**

# ATTACHMENT A

| Overall Ranking | Proposal Score | Firm & Location | Sub-Contractors | Evaluation Committee Comments | Total Average Monthly Fee |
|---|---|---|---|---|---|
| 1 | 77 | **Sectran Security, Inc.**<br>Pico Rivera, California | None | Demonstrated relevant experience providing armored vehicle transportation and fare collection counting services for several public transit agencies.<br>Operates over 150 armored vehicles and has over 300 employees.<br>Proposed project team has extensive experience.<br>Dedicated staffing resources and cross-training processes in place to ensure no disruption in service.<br>Detailed work plan demonstrating clear understanding of OCTA's requirements.<br>Dual custody and camera-monitored handling of fare collection.<br>Detailed truck routing, emergency protocols, and security procedures.<br>Presented operational capabilities, work flow processes, as well as responded to the evaluation committee's questions during the interview.<br>Proposed competitive monthly fees. | $46,891 |
| 2 | 67 | **Los Angeles Federal Amored Services, Inc.**<br>South El Monte, California | None | Demonstrated experience providing armored vehicle transportation and fare collection counting services for various transit agencies.<br>Currently providing services to OCTA.<br>Operates with a staff of 15 employees and two armored vehicles.<br>Proposed project team has relevant experience.<br>Did not demonstrate a backup staffing plan or cross-training protocol.<br>Presented a general work plan that did not detail procedures for quality assurance, reconciliation, or performance monitoring.<br>Provided general responses to the evaluation committee's questions.<br>Proposed lower monthly fees. | $20,784 |

| **Evaluation Panel:** | **Proposal Criteria** | **Weight Factors** |
|---|---|---|
| Internal: | | |
| Contracts Administration and Materials Management (1) | Qualifications of the Firm | 20% |
| Revenue Administration (2) | Staffing and Project Organization | 20% |
| Express Lanes (1) | Work Plan | 35% |
| Maintenance (1) | Cost and Price | 25% |

**ATTACHMENT B**

## PROPOSAL EVALUATION CRITERIA MATRIX
## RFP 5-4123 Armored Vehicle Transportation and Fare Collection Counting Services

| Sectran Security, Inc | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | | |
| Qualifications of Firm | 5.0 | 4.5 | 4.5 | 5.0 | 4.5 | 4 | 18.8 |
| Staffing/Project Organization | 4.5 | 4.0 | 4.0 | 4.0 | 4.0 | 4 | 16.4 |
| Work Plan | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 7 | 31.5 |
| Cost and Price | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 5 | 10.0 |
| | | | | | | | |
| Overall Score | 79.5 | 75.5 | 75.5 | 77.5 | 75.5 | | 77 |

| Los Angeles Federal Armored Services, Inc. | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | | |
| Qualifications of Firm | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 4 | 12.0 |
| Staffing/Project Organization | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 4 | 12.0 |
| Work Plan | 2.5 | 2.5 | 2.5 | 2.5 | 2.5 | 7 | 17.5 |
| Cost and Price | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5 | 25.0 |
| | | | | | | | |
| Overall Score | 66.5 | 66.5 | 66.5 | 66.5 | 66.5 | | 67 |

# ATTACHMENT C

**CONTRACT HISTORY FOR THE PAST TWO YEARS**

**RFP 5-4123: Armored Vehicle Transportation and Fare Collection Counting Services**

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| **Los Angeles Federal Amored Vehicle Services, Inc.** | | | | | | |
| Contract Type: Time-and-Expense | C-0-2256 | Armored Vehicle and Fare CollectionServices | December 1, 2020 | November 30, 2027 | | $ 2,700,000 |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |
| | | | | **Total** | | **$ 2,700,000** |
| **Sectran Security, Inc.** | | | | | | |
| Contract Type: N/A | N/A | N/A | N/A | N/A | | N/A |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *N/A* | | | | | | |
| | | | | **Total** | | **$ -** |

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Agreement for Property Management Services

Finance and Administration Committee Meeting of September 10, 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 selection of Lincoln Property Company as the firm to provide property management services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4109 between the Orange County Transportation Authority and Lincoln Property Company, in the amount of $999,170, for an initial term of three years with a three-year option term to provide property management services.

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Agreement for Property Management Services

## *Overview*

On May 27, 2025, a request for proposals was issued for professional property management services to support the Orange County Transportation Authority's future headquarters located at 2677 North Main Street in the City of Santa Ana. Board of Directors' approval is requested to authorize the execution of an agreement for property management services.

## *Recommendations*

A. Approve the selection of Lincoln Property Company as the firm to provide property management services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4109 between the Orange County Transportation Authority and Lincoln Property Company, in the amount of $999,170, for an initial term of three years with a three-year option term to provide property management services.

## *Discussion*

On October 25, 2024, the Orange County Transportation Authority (OCTA) completed the acquisition of the property located at 2677 North Main Street, Santa Ana, California. This 4.6-acre site will serve as the future administrative headquarters for OCTA and includes a ten-story office tower encompassing 220,453 square feet of office space, a five-story parking structure, and an additional surface parking lot.

The property currently accommodates 16 tenants and is supported by 17 service contracts for ongoing operations and maintenance. As the property owner, OCTA has assumed responsibility for all existing tenant lease agreements and service contract obligations. To provide property management continuity at the

time of purchase, the Board of Directors (Board) approved retaining the existing property manager for a period of one year after the acquisition of the property. This contract will expire on October 25, 2025, and OCTA has conducted a competitive procurement to secure property management services going forward. The property manager will support OCTA in overseeing tenant relations, contract administration, property management, facility maintenance, and day-to-day operations.

***Procurement Approach***

This procurement was handled in accordance with OCTA's Board-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as prior experience with similar projects, staffing and project organization, work plan, as well as cost and price.

On May 27, 2025, Request for Proposals (RFP) 5-4109 was issued electronically on CAMM NET. The project was advertised in a newspaper of general circulation on May 27 and June 2, 2025. A pre-proposal conference was held on June 3, 2025, with 11 attendees representing six firms. Four addenda were issued to make available the pre-proposal conference registration sheets and presentation, provide responses to written questions received, and handle administrative issues related to the RFP.

On June 24, 2025, six proposals were received. A review of all technical and/or contractual exceptions and deviations submitted by proposing firms was conducted. Two proposals were deemed non-responsive and were eliminated from evaluation due to one firm's failure to retract contractual exceptions and deviations and the other firm's failure to provide missing information and required documents.

An evaluation committee consisting of staff from Contracts Administration and Materials Management, General Services, Express Lanes Programs, Information Systems, Health, Safety, and Environmental Compliance, as well as Accounting and Financial Reporting departments met to review the proposals.

The proposals were evaluated based on the following evaluation criteria and weightings:

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

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm was weighted at 25 percent to evaluate each firm's experience managing properties of similar scope, size, and complexity. Staffing and project organization was weighted highest at 30 percent to ensure that the proposed team demonstrate relevant experience and have the required credentials and are available to perform the services requested. The work plan was weighted at 20 percent to evaluate the firm's understanding of OCTA's day-to-day operational needs and their proposed approach to tenant engagement, risk management, and anticipated challenges. Cost and price was weighted at 25 percent to ensure that the services provided are competitive and reasonably priced.

The evaluation committee met on July 7, 2025, and reviewed the four responsive proposals received based on the evaluation criteria and short-listed the three most qualified firms listed below in alphabetical order:

Firms and Locations

Lincoln Property Company (Lincoln)
Headquarters: Dallas, Texas
Project Office: Newport Beach, California

The Muller Company (Muller)
Headquarters: Irvine, California
Project Office: Orange, California

Total Commercial Real Estate, Inc. (TCRE)
Headquarters: Redondo Beach, California
Project Office: Redondo Beach, California

On July 17, 2025, the evaluation committee interviewed the three short-listed firms. The interviews consisted of a presentation to demonstrate the firms' understanding of OCTA's requirements. The firms' project managers and key team members had an opportunity to present qualifications and respond to the evaluation committee's questions. Questions were related to each firm's

proposed management team's experience, the breakdown and structure of their fees, the tools and technologies they would use to support the requested services, and their approach to contract procurement.

At the conclusion of the interviews, a request for a best and final offer (BAFO) was issued to the three firms to offer the opportunity to adjust pricing for the required services based on scope of work clarifications made by OCTA related to banking and cash management services the consultant would be providing. Based on the evaluation of the written proposals, the firms' qualifications, the proposed pricing, as well as information obtained from the interviews and BAFOs, the evaluation committee recommends Lincoln for consideration of the award. The following is a summary of the proposal evaluation results.

Qualifications of the Firm

Lincoln, founded in Dallas, Texas in 1965, is a full-service real estate firm with 60 years of experience in development, property management, leasing, and investment services. The company operates in 35 U.S. markets with a workforce of 2,953 employees and has offices in Southern California. In Orange County, Lincoln manages over 12.3 million square feet of property, supported by a team of more than 120 full-time staff. The firm has extensive experience working with public agencies and managing government-occupied and mixed-use properties, including work with the Transbay Joint Powers Authority in San Francisco and the City of Anaheim. Lincoln provided property management, leasing, and construction management services at the Anaheim Regional Transportation Intermodal Center in the City of Anaheim and supported the city's operational objectives while ensuring compliance with federal requirements related to the use of federal funding. While Lincoln has not contracted directly with OCTA, it currently manages OCTA-occupied property and is familiar with OCTA's operational systems and requirements. During the interview, the firm delivered a comprehensive presentation that highlighted its experience across key areas of the scope of work, including property, lease, and construction management, as well as its capabilities in procurement, solicitation of contracts, and familiarity with public contract codes and regulatory standards. The firm received positive responses from its references.

Muller, established in 1979 and based in Irvine, California, specializes in commercial real estate investment, development, and management. The firm has 50 direct employees at its corporate office with additional staff located in various management offices throughout the southwest. Muller has managed over 30 million square feet of office, medical, industrial, and retail properties across California, Arizona, and Utah, and has experience working with public

agencies. The firm has provided acquisition and construction management services to the Los Angeles County Metropolitan Transportation Authority and property management services to the Orange County Sanitation District. Muller previously owned and is the current property manager for OCTA's future administrative headquarters building, where it maintains LEED and ENERGY STAR certifications. The firm demonstrated familiarity with sustainability standards as well as its direct knowledge of the building and its tenants. While Muller has demonstrated experience with government clients and core real estate functions, the firm acknowledged during the interview that it is still becoming familiar with certain public sector requirements, including procurement processes and prevailing wage obligations which are required in the scope of work and an essential component for ensuring compliance and proper oversight of contracted services. Muller received positive responses from its references.

TCRE, founded in 1980 and incorporated in 2010, is a certified Small Business Enterprise based in Redondo Beach, California. The firm has 27 staff members, 17 on-site, and offers full-service property and facilities management, including tenant relocation and buyout negotiations, lease and license administration, and on-site operations. The firm operates entirely in-house, without outsourcing any functions. TCRE has experience delivering property, leasing, and construction management services for projects of comparable size and scope, including work with the Los Angeles Department of Water and Power (LADWP). Currently, LADWP is undergoing a major renovation of its headquarters, where TCRE is providing ongoing property management, overseeing lease terminations, and coordinating communication and access between tenants and construction teams. Other projects include the facility leasing and renovations at the Los Angeles Fire and Police Pensions Fund Headquarters and property management, acquisition, and tenant relocation program at the Los Angeles World Airport. The firm's experience is concentrated in the Los Angeles region with limited experience providing these services within Orange County. TCRE received positive responses from its references.

Staffing and Project Organization

Lincoln proposed a project team with directly relevant experience. The proposed Senior Property Manager has seven years of experience in commercial property management and at the firm, and would be responsible for day-to-day operations, including tenant care, fiscal oversight, vendor performance, cost-saving strategies, and client communications. The proposed assistant property manager has five years of relevant experience in real estate and property management from previous roles and has been with Lincoln for one year. Both team members are proposed to allocate 50 percent of their time to the OCTA assignment and are available as needed. Accounting services would

be provided by a dedicated property accountant assigned specifically to the OCTA project, under the oversight of Lincoln's centralized accounting department based in Orange County. Lincoln demonstrated proficiency in industry-standard property management and accounting platforms such as Yardi, MRI, and Kardin, enabling timely, accurate, and transparent financial reporting.

Muller proposed a team with direct familiarity with OCTA's future headquarters. The proposed property manager is a Certified Property Manager and LEED Green Associate with over 17 years of experience at the firm. This individual currently manages the building and would serve as the primary point of contact, with a proposed 30 percent allocation to the assignment. Supporting the property manager includes an assistant property manager with two years of experience at Muller and in the real estate industry, and an accounts receivable clerk. Although the team demonstrated knowledge of the property and operations, the proposal did not highlight or detail the proposed team's experience in other areas of the scope of work, such as lease administration, construction management, and contract procurement which are crucial to OCTA's future plans for the building.

TCRE proposed an experienced management team which includes three key personnel: a chief executive officer and principal, a chief operations officer and principal, and a property manager. Each key personnel has more than 20 years of experience in real estate. According to the proposal, all three key personnel would be directly involved in most aspects of property management and day-to-day operations and would collectively serve as OCTA's points of contact. During the interview, the firm was asked to describe the staffing plan, organizational structure, and strategies to ensure consistent service, responsiveness, and scalability. TCRE emphasized a "team approach" where inquiries and responsibilities are shared among the key personnel. Communications would need to be addressed to all three contacts simultaneously, and responses may vary depending on which team member replies. While this model may offer flexibility and expedite response time, it lacks a clearly defined chain of command or designated lead. Additionally, the proposal did not provide sufficient detail regarding how work or knowledge would be transferred, which can present challenges in accountability, consistency, and efficient communication.

Work Plan

Lincoln presented a comprehensive work plan that addressed the requirements in the scope of work. The work plan includes a detailed four-phase transition and onboarding process tailored to OCTA's operational needs, with clear milestones

for tenant communication, vendor analysis, and regulatory compliance. It also includes plans on sustainability, performance tracking, and client communication. The firm utilizes platforms like WorkSpace and Happy Inspector to track key performance indicators, manage preventative maintenance, and generate inspection reports in real time. Lincoln's proposed strategy also incorporates collaborative leasing support by integrating property managers into leasing tours and maintaining coordination with OCTA's brokerage firm. In addition, Lincoln addresses construction management oversight through an experienced in-house team, led by a director of construction with over 1,000 completed projects. Risk management is addressed through a formal compliance database and ongoing monitoring of insurance, permitting, and contract obligations. Lincoln's work plan is detailed and comprehensive and the firm demonstrated an understanding of the project requirements, constraints, challenges, and risks.

Muller presented a work plan focused on proactive property management, cost efficiency, and alignment with OCTA's strategic goals. Notable elements include the use of Yardi for real-time tracking of work orders, maintenance, and accounting, along with a commitment to competitive vendor bidding, prevailing wage compliance, and sustainability practices that have earned the building LEED Gold and ENERGY STAR certification. While the presence of an existing on-site team would assist in a smooth transition, the proposed work plan did not provide a clear onboarding strategy. The work plan acknowledged the scope of work requirements, but it was general and lacked details on how the firm would perform the required services.

TCRE's work plan centers on its proprietary standard operating practices manual, beginning with a takeover process that includes tenant introductions, notices, and inspections logged in a work order system for OCTA's accounting, followed by preventive maintenance, energy management, compliance, and in-house lease, vendor, and insurance management. The plan references a Deloitte study to address TCRE's risk management approach but provided no explanation or supporting details in either the proposal or the interview. The work plan was general with limited detail on tools or technology beyond Yardi for accounting and reporting. While the firm demonstrated attentiveness to property management, maintenance, and operational issues, including encampment and trespass management, it did not address its approach to performing services in other areas of the scope of work. During the interview, when asked to elaborate on the work plan and the procurement of required service, TCRE provided a broad, generalized response and did not outline a clear and actionable approach.

Cost and Price

Firms were instructed to submit monthly firm-fixed fees for management services, along with percentage-based fees for leasing and construction management services. Cost and price was reviewed by OCTA finance staff who provided a comprehensive analysis of the proposed pricing which is summarized as follows.

Leasing and construction management services are required on an as-needed basis and the fees charged for those services are percentage-based fees tied to the square footage of the lease or construction management service provided. To evaluate pricing for these services, square footage estimates were developed based on anticipated square footage available for leasing and construction management services required over the initial and option terms. Each firm's percentage-based fees for leasing and construction management were then applied to the square footage estimates to determine the cost for leasing and construction management services.

The firm with the lowest weighted total cost was assigned the highest score and the remaining firms were scored proportionally, based on how their total cost compared to this lowest weighted total.

TCRE submitted the lowest-cost proposal; however, the proposed level of effort minimally satisfied the scope of work requirements. While Lincoln's total cost was the highest among the short-listed firms, it was only slightly higher than Muller's proposed price. Lincoln's extensive relevant experience, strong team qualifications, and comprehensive approach to meeting the scope of work were deemed to outweigh the modest price difference. Lincoln also achieved the top overall ranking. As a result, pricing proposed by Lincoln is deemed to be fair and reasonable for the services requested.

Procurement Summary

Based on the evaluation of the written proposals, the firm's qualifications, the information obtained during the interviews, and the BAFO, the evaluation committee recommends the selection of Lincoln as the top-ranked firm to provide property management services. Lincoln delivered a comprehensive proposal and interview that was responsive to all requirements of the RFP.

Fiscal Impact

This project is included in OCTA's Fiscal Year 2025-26 Budget, Finance and Administration Division, Account No. 1293-7519-HQ001-HQ1 and is funded through local funds.

***Summary***

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4109 between the Orange County Transportation Authority and Lincoln Property Company, in the amount of $999,170, for an initial term of three-years with a three-year option term to provide property management services.

***Attachments***

A. Review of Proposals, RFP 5-4109 Property Management Services
B. Proposal Evaluation Criteria Matrix (Short-Listed Firms), RFP 5-4109: Property Management Services
C. Contract History for the Past Two Years, RFP 5-4109: Property Management Services

**Prepared by:**



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**ATTACHMENT A**

**Review of Proposals**
**RFP 5-4109 Property Management Services**
Presented to Finance and Administration Committee - September 10, 2025
**6 proposals were received, 2 firms were non-responsive, 3 firms were interviewed, 1 firm is being recommended**

| Overall Ranking | Proposal Score | Firm & Location | Subcontractors | Evaluation Committee Comments | Total Proposed Fees for Initial Term |
|---|---|---|---|---|---|
| 1 | 78 | Lincoln Property Company<br>Newport Beach, California | None | Highest ranked firm.<br>Qualified firm with large national platform, local presence and experience providing property, lease, and constructions management.<br>Comprehensive and detailed work plan with phased transition process, advanced sustainability program, and robust risk management.<br>Proposed team includes a senior property manager with seven years of experience at the firm and an assistant property manager with one year at the firm, each committing 50 percent of their time to Orange County Transportation Authority (OCTA).<br>Significant corporate resources in accounting, engineering, leasing, and construction, with technology tools (WorkSpace, Happy Inspector) for real-time tracking.<br>Currently manages OCTA's headquarters and is familiar with OCTA's operational systems and requirements<br>Received positive responses from references. | $999,170 |
| 2 | 74 | The Muller Company<br>Irvine, California | None | Experienced firm with over 40 years of experience in commercial real estate investment, development, and management local presence.<br>Previously owned and currently manages OCTA's future headquarters, maintaining both LEED and ENERGY STAR certifications, along with a comprehensive understanding of the building's systems, operations, and site conditions.<br>Proposed team includes a senior property manager with 17 years at the firm, committed at 30 percent, and an assistant property manager with two years at Muller, committed at 40 percent.<br>Firm is still becoming familiar with certain public sector requirements, including procurement processes and prevailing wage obligations<br>Received positive responses from references. | $927,989 |
| 3 | 72 | Total Commercial Real Estate, Inc.<br>Redondo Beach, California | None | Experienced firm with large public agency projects, notably for LADWP's headquarters renovation, handling tenant relocation, lease terminations, and LEED re-certification.<br>Proposed team includes three qualified professionals, each with over 20 years of experience at the firm.<br>Management team lead and individual time commitments to OCTA unclear.<br>Received positive responses from references. | $713,538 |

**Evaluation Panel:**
General Services (1)
Express Lanes Programs (1)
Information Systems (1)
Health, Safety, and Environmental Compliance (1)
Accounting and Financial Reporting (1)
Contracts Administration and Materials Management (1)

| Evaluation Criteria: | Weight Factors |
|---|---|
| Qualifications of the Firm | 25% |
| Staffing and Project Organization | 30% |
| Work Plan | 20% |
| Cost and Price | 25% |

**ATTACHMENT B**

# PROPOSAL EVALUATION CRITERIA MATRIX (SHORT-LISTED FIRMS)
## RFP 5-4109: Property Management Services

| FIRM: Lincoln Property Company | | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|---|
| **Evaluator Number** | **1** | **2** | **3** | **4** | **5** | **6** | | |
| **Qualifications of Firm** | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 5 | 20 |
| **Staffing/Project Organization** | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 6 | 24 |
| **Work Plan** | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4 | 16 |
| **Cost and Price** | 3.6 | 3.6 | 3.6 | 3.6 | 3.6 | 3.6 | 5 | 18 |
| **Overall Score** | **78.2** | **78.2** | **78.2** | **78.2** | **78.2** | **78.2** | | **78** |

| FIRM: The Muller Company | | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|---|
| **Evaluator Number** | **1** | **2** | **3** | **4** | **5** | **6** | | |
| **Qualifications of Firm** | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 5 | 20 |
| **Staffing/Project Organization** | 4.0 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 6 | 22 |
| **Work Plan** | 3.0 | 3.5 | 3.5 | 3.5 | 3.0 | 3.0 | 4 | 13 |
| **Cost and Price** | 3.9 | 3.9 | 3.9 | 3.9 | 3.9 | 3.9 | 5 | 19 |
| **Overall Score** | **75.4** | **74.4** | **74.4** | **74.4** | **72.4** | **72.5** | | **74** |

| FIRM: Total Commercial Real Estate, Inc. | | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|---|
| **Evaluator Number** | **1** | **2** | **3** | **4** | **5** | **6** | | |
| **Qualifications of Firm** | 4.0 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 5 | 18 |
| **Staffing/Project Organization** | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 6 | 18 |
| **Work Plan** | 2.5 | 3.0 | 3.0 | 2.5 | 2.5 | 3.0 | 4 | 11 |
| **Cost and Price** | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5 | 25 |
| **Overall Score** | **73.0** | **72.5** | **72.5** | **70.5** | **70.5** | **72.5** | | **72** |

**Score for non-short-listed firm was 61.**

# ATTACHMENT C

**CONTRACT HISTORY FOR THE PAST TWO YEARS**
**RFP 5-4109: PROPERTY MANAGEMENT SERVICES**

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| **Lincoln Property Company** | | | | | | |
| Contract Type: N/A | N/A | N/A | N/A | N/A | | N/A |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *N/A* | | | | | | |
| | | | | | **Total** | **$ -** |
| **The Muller Company** | | | | | | |
| Contract Type: Lease Agreement | C54288 | Property Management Agreement | October 25, 2024 | October 24, 2025 | N/A | $ 300,706 |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *N/A* | | | | | | |
| | | | | | **Total** | **$ 300,706** |
| **Total Commercial Real Estate, Inc.** | | | | | | |
| Contract Type: | N/A | N/A | N/A | N/A | | N/A |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *N/A* | | | | | | |
| | | | | | **Total** | **$ -** |

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Amendment to Agreement for Lot Sweeping Services

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**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-3-2835 between the Orange County Transportation Authority and Superior Sweeping Ltd. to exercise the option term in the amount of $307,380, to continue providing lot sweeping services effective November 1, 2025, through October 31, 2026. This will increase the maximum cumulative obligation of the agreement to a total contract value of $681,972.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Amendment to Agreement for Lot Sweeping Services

## *Overview*

On October 23, 2023, the Orange County Transportation Authority Board of Directors approved an agreement with Superior Sweeping Ltd. to provide lot sweeping services for an initial two-year term with a one-year option term. The initial term expires October 31, 2025. Staff is requesting Board of Directors' approval to exercise the one-year option term effective November 1, 2025 through October 31, 2026.

## *Recommendation*

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-3-2835 between the Orange County Transportation Authority and Superior Sweeping Ltd. to exercise the option term in the amount of $307,380, to continue providing lot sweeping services effective November 1, 2025 through October 31, 2026. This will increase the maximum cumulative obligation of the agreement to a total contract value of $681,972.

## *Discussion*

Superior Sweeping Ltd. (Superior) currently provides lot sweeping services at five Orange County Transportation Authority (OCTA)-owned bus maintenance and operations bases, four transportation centers, three park-and-ride facilities, one streetcar maintenance and storage facility, and the streetcar flangeway throughout Orange County. Each of these facilities require lot sweeping services twice per week to maintain clean and safe operating conditions. Superior is responsible for furnishing all services, equipment, and materials necessary for sweeping, blowing, and vacuuming to complete cleaning and removal of all debris from the entire paved area of each lot, driveway, and flangeway.

### *Procurement Approach*

The original procurement was handled in accordance with OCTA's Board of Directors (Board)-approved policies and procedures for professional and technical services. The original agreement was awarded on a competitive basis and includes a two-year initial term in the amount of $374,592 and a one-year option term. The agreement was previously amended as shown in Attachment A.

The proposed Amendment No. 2 is to exercise the option term through October 31, 2026, and increase the maximum obligation in the amount of $307,380, bringing the total contract value to $681,972. The budget for this amendment is based on the current rates negotiated in the original agreement, anticipated routine usage of the service, and the inclusion of additional lot sweeping services for the OC Streetcar facilities. Exercising the option term will allow Superior to continue providing lot sweeping services effective November 1, 2025 through October 31, 2026.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2025-26 Budget, Operations Division/Maintenance Department, account nos. 2166-7611-D3107-015, 0035-7611-OC110-015 and 0035-7611-OC111-015, and it will be funded through Local Transportation Funds.

### *Summary*

Staff requests the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-3-2835 with Superior Sweeping Ltd, in the amount of $307,380, to continue providing lot sweeping services through October 31, 2026. This will increase the maximum obligation of the agreement to a total contract value of $681,972.

***Attachment***

A. Superior Sweeping Ltd., Agreement No. C-3-2835 Fact Sheet

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**Approved by:**

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**ATTACHMENT A**

**Superior Sweeping Ltd.**
**Agreement No. C-3-2835 Fact Sheet**

1. October 23, 2023, Agreement No. C-3-2835, $374,592 approved by the Board of Directors (Board).

    - Agreement executed November 1, 2023, with Superior Sweeping Ltd. to provide lot sweeping services.

    - Two-year initial term effective November 1, 2023 through October 31, 2025, with a one-year option term.

2. June 24, 2025, Amendment No. 1 to Agreement No. C-3-2835, $0.00, approved by the Contracts Administration and Materials Management Department.

    - Revised service locations.

3. September 22, 2025, Amendment No. 2 to Agreement No. C-3-2835, $307,380, pending approval by the Board.

    - Amendment to exercise the option term of the agreement effective November 1, 2025 through October 31, 2026.

Total committed to Superior Sweeping Ltd., after approval of Amendment No. 2 to Agreement No. C-3-2835: $681,972.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Agreement for OC ACCESS Eligibility Assessments and Transit Support Services

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation(s)**

A. Approve the selection of MTM Transit, Inc., as the firm to provide the management and operations of the OC ACCESS eligibility assessments and transit support services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-3959 between the Orange County Transportation Authority and MTM Transit, Inc., in the amount of $4,428,810, to provide OC ACCESS eligibility assessments and transit support services for an initial three-year term commencing on January 1, 2026, with one two-year option term.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Agreement for OC ACCESS Eligibility Assessments and Transit Support Services

## *Overview*

On March 24, 2025, the Board of Directors approved the release of a request for proposals to select a firm to provide OC ACCESS eligibility assessments and transit support services. Proposals were received in accordance with the Orange County Transportation Authority's procurement procedures for professional and technical services. Board of Directors' approval is requested to execute an agreement for OC ACCESS eligibility assessments and transit support services.

## *Recommendations*

A. Approve the selection of MTM Transit, Inc., as the firm to provide the management and operations of the OC ACCESS eligibility assessments and transit support services.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-3959 between the Orange County Transportation Authority and MTM Transit, Inc., in the amount of $4,428,810, to provide OC ACCESS eligibility assessments and transit support services for an initial three-year term commencing on January 1, 2026, with one, two-year option term.

## *Discussion*

The Americans with Disabilities Act of 1990 (ADA) requires public transportation agencies that operate fixed-route services to provide complementary paratransit service for individuals who, due to a disability, are unable to use the fixed-route system. To comply with this requirement, the Orange County Transportation Authority (OCTA) implemented OC ACCESS service in 1993. Unlike fixed-route service, OC ACCESS requires trip reservations to be made at least one day in advance and offers door-to-door transportation.

Title 49, Part 37 of the Code of Federal Regulations under the ADA requires public entities providing complementary paratransit service to establish an eligibility process that verifies applicants meet regulatory criteria. Since 2005, all OC ACCESS applicants have completed an in-person functional assessment, which remains the most effective method to evaluate physical and cognitive limitations and determine eligibility under ADA standards.

Consistent with ADA guidelines, OCTA requires periodic recertification of paratransit eligibility. To enhance the rider experience and reduce costs, OCTA has implemented an automatic renewal process for individuals whose conditions are not expected to improve, eliminating the need for repeat in-person assessments. In addition, OCTA will begin offering virtual assessments in certain recertification cases, providing flexibility for applicants while improving efficiency.

OCTA's Travel Training Program, piloted in 2017 and formally adopted in 2019, helps OC ACCESS riders, seniors, and individuals with disabilities learn to use the fixed-route system. The program was expanded in 2020 to include the general public and multilingual support in Chinese, Korean, Mandarin, Spanish, and Vietnamese.

To further improve accessibility, OCTA is also introducing a Marking and Tethering (MAT) Program**,** which identifies the most effective securement points on mobility devices, reducing boarding times, improving safety, and enhancing overall service efficiency for both paratransit and fixed-route riders.

Under this agreement, the Travel Training and MAT programs will be integrated into the OC ACCESS eligibility assessment process, allowing direct referrals following in-person assessments.

The proposed new agreement includes fixed-rate and variable-rate components, offering both cost control and flexibility. Fixed costs will cover administration, overhead, the facility lease for the certification center and required equipment. Variable costs will be reimbursed on a per-unit basis for each service type, promoting efficient resource allocation and incentivizing the contractor to improve service quality and performance.

***Procurement Approach***

This procurement was handled in accordance with OCTA's Board of Directors (Board)-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive proposal considering factors such as qualifications of the firm, staffing and project organization, prior experience with similar projects, technical expertise, approach to the work plan, as well as cost and price.

On March 24, 2025, the Board approved the release of Request for Proposals (RFP) 5-3959 which was issued electronically on CAMM NET. RFP 5-3959 was advertised in a newspaper of general circulation on March 26 and April 2, 2025. A pre-proposal conference was held on April 2, 2025, with five attendees representing two firms. Four addenda were issued to make available the pre-proposal conference registration sheets and presentation, as well as to respond to questions received.

On April 23, 2025, two proposals were received. An evaluation committee comprised of staff from Contracts Administration and Materials Management, Specialized Transit Services, Contracted Services Administration, and Marketing and Customer Service departments, as well as an external evaluator from Los Angeles Access Services, met to review the proposals.

The proposals were evaluated based on the following Board-approved criteria and weightings:

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

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm was weighed at 20 percent to ensure the proposing firms demonstrated prior experience providing similar service as required in the RFP. Staffing and project organization was assigned the greatest level of importance with a weighting of 30 percent as it is critical for the firm to have experienced and qualified staff to perform the services. Work plan was weighed at 25 percent to emphasize the importance of the firm demonstrating its understanding and approach to completing the services as specified in the scope of work. Cost and price was weighed at 25 percent to ensure OCTA received competitive pricing and value for the services.

On May 13, 2025, the evaluation committee reviewed and discussed both proposals based on the evaluation criteria. The firms are listed below in alphabetical order:

Firm and Location

ADARide.com LLC (ADARide.com)
Headquarters: Carson, California
Project Office: Carson, California

MTM Transit, Inc. (MTM)
Headquarters: St. Louis, Missouri
Project Office: Orange, California

On May 20, 2025, the evaluation committee conducted interviews with both firms. The interviews consisted of a presentation by each firm to demonstrate the firms' understanding of OCTA's requirements and to discuss their approach to performing the scope of work. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Questions were asked relative to the firms' understanding of the scope of work, their approach to performing the services as outlined in the scope of work, and their approach to addressing potential challenges based on the firm's experience on similar projects.

At the conclusion of the interviews, a request for a best and final offer (BAFO) was sent to both firms to seek additional clarifications and final pricing.

Based on evaluation of the written proposals, the firms' qualifications, the proposed pricing, as well as the information obtained from the interviews and BAFO, the evaluation committee recommends MTM for consideration of the award to provide OC ACCESS eligibility assessments and transit support services. The following is a summary of the evaluation results.

Qualifications of the Firm

MTM was established in 2009 with a local office in Orange, California. MTM is the current contractor performing functional assessments to determine OC ACCESS eligibility and has been performing these services for OCTA since August 2020. MTM has provided similar services to clients across the United States for over 15 years. MTM has 13 years of experience conducting travel training services and eight years of conducting MAT services. MTM received positive feedback from their references.

ADARide.com was established in 1994 and is based in Carson, California. The firm experience includes agencies such as the Los Angeles Access Services, Victor Valley Transit Authority, and North County Transit District. ADARide.com received positive feedback from references.

Staffing and Project Organization

MTM proposed a well-structured key personnel team to support OCTA's program objectives and ensure service continuity with readiness for program enhancements. The proposed staffing plan includes a project manager, an operations manager, a travel training coordinator, a mobility assessment evaluator (MAE) supervisor, and four MAEs. All key personnel will be fully dedicated to the OCTA program and based on-site at the local facility. These positions are proposed to support OCTA's current scope, and anticipated growth in eligibility assessments, travel training, and related MAT programs. During the interview, the MTM team described their tailored approach to each phase and how they would approach transitioning from the current program to the new fully integrated program.

ADARide.com proposed a qualified project team led by professionals. The local eligibility team lead brings over ten years of clinical experience. However, the proposed staffing plan includes a relatively small number of dedicated personnel, with four evaluators, one project supervisor, and an undefined virtual support team. During the interview, the team provided high-level details on their approach, which outlined a transition from in-person assessments to their integrated turnkey platform; however, details were not fully addressed.

Work Plan

MTM's work plan demonstrated a comprehensive understanding of OCTA's scope of work, its objectives, and key stakeholders from their experience supporting OCTA on the OC ACCESS Eligibility Assessments Program since August 2020.

The proposed work plan demonstrated a clear understanding of the requirements of the new contract term, including the addition of the travel training and MAT programs, consistent with the scope of work. MTM proposed a seamless transition with no service disruption, supported by a turnkey facility and opportunities for future service expansion. The proposal includes a detailed implementation timeline for new services and outlines the integration of OCTA's technology software into the program. Roles and responsibilities were clearly defined, with oversight provisions to ensure accurate and unbiased eligibility assessments. MTM has established ADA-compliant policies that align with both OCTA's and the Federal Transit Administration requirements, reflecting the firm's preparedness to effectively support OCTA's project delivery efforts.

ADARide.com's proposed work plan presents a comprehensive approach with a hybrid flexibility model and established location for mobility conferences. However, there were limited details regarding the delivery of MAT. While the travel training component demonstrated a strong focus on individuals who may qualify for fixed-route services, no emergency preparedness or contingency plans for potential transition issues were provided.

Cost and Price

Scores for cost and price were based on a formula that assigned the highest score to the lowest proposed price, and ranked the remaining prices based on their relation to the lowest proposed price. Cost and price were reviewed by staff from the Financial Planning and Analysis Department, which analyzed fixed and variable cost components. MTM proposed the lower overall price for the initial three-year term of the contract, and the option term. Therefore, MTM's proposed pricing is deemed fair and reasonable.

| Firm | Initial Term Total Price | Option Term Total Price | Total Price All Years |
|---|---|---|---|
| MTM | $4,428,811 | $3,774,487 | $8,203,298 |
| ADARide.com | $8,154,129 | $6,123,842 | $14,277,971 |

Procurement Summary

Based on the evaluation of the written proposals, the firm's qualifications, the information obtained during the interviews and the BAFO, the evaluation committee recommends the selection of MTM as the top-ranked firm to provide OC ACCESS eligibility assessment and transit support services. The firm demonstrated a thorough understanding of OCTA's requirements and submitted a comprehensive proposal that is responsive to all the requirements of the RFP.

Fiscal Impact

The budget associated with this project was included in OCTA's Fiscal Year 2025-26 Budget, Operations Division, Specialized Transit Services Department, account nos. 2147-7519-D1208-8T7 and 2147-7519-D1208-4AM.

***Summary***

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-3959 between the Orange County Transportation Authority and MTM Transit, Inc., in the amount of $4,428,811, to provide the management and operations of OC ACCESS eligibility assessments and transit support services for an initial three-year term commencing on January 1, 2026, with a two-year option term.

***Attachments***

A. Review of Proposal RFP 5-3959 OC ACCESS Eligibility Assessments and Transit Support Services
B. Proposal Evaluation Criteria Matrix, RFP 5-3959 OC ACCESS Eligibility Assessments and Transit Support Services
C. Contract History for the Past Two Years, RFP 5-3959: OC ACCESS Eligibility Assessments and Transit Support Services

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**Approved by:**

Johnny Dunning Jr.
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**Review of Proposals**
**RFP 5-3959 OC ACCESS Eligibility Assessments and Transit Support Services**
Presented to Transit Committee - September 11, 2025
**2 firms proposed, 2 firms were interviewed, 1 firm is being recommended**

# ATTACHMENT A

| Overall Ranking | Proposal Score | Firm & Location | Subcontractor | Evaluation Committee Comments | Initial Term Total Price |
|---|---|---|---|---|---|
| 1 | 82 | **MTM Transit, Inc.**<br>Orange, California | None | Well-established, founded in 2009.<br>Currently provides OC ACCESS eligibility assessments for OCTA.<br>Diversified experience with other agencies and strong references.<br>Proposed project team demonstrated relevant experience and a thorough understanding of the scope of work.<br>Demonstrated a deep understanding of the project scope and delivered knowledgeable, detailed responses during the interview.<br>Positive references received. | $4,428,811.00 |
| 2 | 64 | **ADARide.com LLC**<br>Carson, California | None | Firm was founded in 1994 and demonstrated knowledge of statement of work.<br>Experienced team of professionals.<br>Proposal lacked detail on delivery marking and tethering program services.<br>Proposal lacked emergency preparedness and contingency plans for transition issues.<br>Positive references received. | $8,154,129.00 |

**Evaluation Panel:**

Internal
Contracts Administration and Materials Management (1)
Marketing and Customer Service (1)
Contracted Service Administration (1)
Specialized Transit Services (1)

External
Los Angeles Access Services (1)

| Proposal Criteria | Weight Factors |
|---|---|
| Qualification of Firm | 20% |
| Staffing and Project Organization | 30% |
| Work Plan | 25% |
| Cost and Price | 25% |

**ATTACHMENT B**

## PROPOSAL EVALUATION CRITERIA MATRIX
## RFP 5-3959 OC ACCESS Eligibility Assessment and Transit Support Services

| MTM Transit Inc. | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | | |
| Qualifications of Firm | 4.5 | 4.5 | 4.5 | 4.0 | 4.0 | 4 | 17.2 |
| Staffing/Project Organization | 3.5 | 4.0 | 4.0 | 3.5 | 3.5 | 6 | 22.2 |
| Work Plan | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 5 | 20.0 |
| Cost and Price | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 5 | 22.5 |
| | | | | | | | |
| Overall Score | 81.5 | 84.5 | 84.5 | 79.5 | 79.5 | | 82 |

| ADARide.com LLC | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | | |
| Qualifications of Firm | 2.5 | 2.5 | 2.5 | 3.5 | 3.5 | 4 | 11.6 |
| Staffing/Project Organization | 3.0 | 3.0 | 2.5 | 3.0 | 3.0 | 6 | 17.4 |
| Work Plan | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 5 | 15.0 |
| Cost and Price | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 5 | 20.0 |
| | | | | | | | |
| Overall Score | 63.0 | 63.0 | 60.0 | 67.0 | 67.0 | | 64 |

**ATTACHMENT C**

**CONTRACT HISTORY FOR THE PAST TWO YEARS**

**RFP 5-3959: OC ACCESS Eligibility Assessment and Transit Support Services**

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| **ADARide.com LLC** | | | | | | |
| Contract Type: N/A | N/A | N/A | N/A | N/A | | N/A |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |
| | | | | **Total** | | **$ -** |

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| **MTM TRANSIT, Inc.** | | | | | | |
| Contract Type: Time and Expense | C-9-1621 | OC ACCESS Eligibility Determination Services | July 1, 2020 | June 30, 2025 | | $ 5,101,486 |
| | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |
| | | | | **Total** | | **$ 5,101,486** |

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Amendment to Agreement for Compressed Natural Gas Fueling Facility Operation and Maintenance

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation(s)**

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, in the amount of $640,802 to exercise the second option term of the agreement from December 1, 2025, through November 30, 2026, for continued compressed natural gas station operation and maintenance. This will increase the maximum obligation of the agreement to a total contract value of $3,127,144.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Amendment to Agreement for Compressed Natural Gas Fueling Facility Operation and Maintenance

## *Overview*

On September 13, 2021, the Orange County Transportation Authority Board of Directors approved an agreement with Trillium USA Company, LLC, for a three-year initial term with two, one-year option terms, to provide operation and maintenance of compressed natural gas fueling facilities located at the Anaheim, Garden Grove, and Santa Ana bus bases. An amendment is required to exercise the second option term for continued station operation and maintenance.

## *Recommendation*

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-1-3317 between the Orange County Transportation Authority and Trillium USA Company, LLC, in the amount of $640,802 to exercise the second option term of the agreement from December 1, 2025, through November 30, 2026, for continued compressed natural gas station operation and maintenance. This will increase the maximum obligation of the agreement to a total contract value of $3,127,144.

## *Discussion*

The Orange County Transportation Authority (OCTA) currently operates a fleet of 429 compressed natural gas (CNG)-powered buses in fixed-route service. To meet the daily fueling demand of these buses, each of OCTA's four fixed-route bus bases are equipped with a CNG fueling station. Natural gas is provided to these bases by Southern California Gas Company, where it is then compressed and dispensed into high pressure tanks on board CNG buses. The operation and maintenance (O&M) of the CNG compression and dispensing equipment is provided under contract at each of the four fixed-route bus bases. OCTA and its fixed-route contractors are responsible for providing natural gas,

electrical power, and personnel (OCTA and contracted) for dispensing fuel into the bus buses. The O&M of the CNG equipment at the Anaheim, Garden Grove, and Santa Ana fixed-route bus bases are contracted under one agreement, and the Irvine Sand Canyon bus base is contracted under a separate agreement. This amendment is for the O&M of the CNG equipment at the Anaheim, Garden Grove, and Santa Ana fixed-route bus bases.

The scope of work for the O&M agreement requires the firm to furnish qualified personnel, parts, and materials sufficient to operate and maintain the CNG fueling stations in accordance with all federal, state, and local regulatory agencies, while providing capabilities to fuel the OCTA fleet per established specifications. Staff is recommending an amendment to exercise the second option term to allow Trillium USA Company, LLC (Trillium) to continue providing O&M services for the CNG fueling stations at the Anaheim, Garden Grove, and Santa Ana fixed-route bus bases.

### *Procurement Approach*

The original procurement was handled in accordance with OCTA's Board of Directors' (Board)-approved policies and procedures for professional and technical services. On September 13, 2021, the Board approved the award of the agreement with Trillium to provide CNG fueling station O&M services. The original agreement was awarded on a competitive basis and includes a three-year initial term in the amount of $1,845,540 and two one-year option terms.

The proposed Amendment No. 3 is to exercise the second option term of the agreement from December 1, 2025, through November 30, 2026. Amending this agreement to continue service will increase the maximum cumulative payment obligation by $640,802, bringing the total contract value to $3,127,144. Pricing for the second option term will remain the same through November 30, 2026, as negotiated in the original agreement.

Fiscal Impact

Funds for these services are included in OCTA's Fiscal Year 2025-26 and 2026-27 Budget, Operations Division/Maintenance Department, account nos. 2166-7611-D3103-F59 and 2166-7611-D3107-F59, which are funded with Federal Transit Administration Formula 5337 State of Good Repair grant program.

***Summary***

Based on the information provided, staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-1-3317 with Trillium USA Company, LLC, in the amount of $640,802, to exercise the second option term of the agreement from December 1, 2025, through November 30, 2026, for continued compressed natural gas station operation and maintenance.

***Attachment***

A. Trillium USA Company, LLC, Agreement No. C-1-3317 Fact Sheet

**Prepared by:**

Gretchen Burrow
Section Manager III, Maintenance
Resource Management
714-560-5533

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

**Approved by:**

Cliff Thorne
Director of Maintenance
714-560-5975

Johnny Dunning Jr.
Chief Operating Officer, Operations
714-560-5964

**ATTACHMENT A**

**Trillium USA Company, LLC**
**Agreement No. C-1-3317 Fact Sheet**

1. September 13, 2021, Agreement No. C-1-3317, $1,845,540, approved by the Board of Directors (Board).

   - Agreement to provide compressed natural gas fueling facility operation and maintenance for a three-year initial term effective December 1, 2021 through November 30, 2024, with two, one-year option terms.

2. August 26, 2022, Amendment No. 1 to Agreement No. C-1-3317, $0.00, approved by the Contracts Administration and Materials Management Department.

   - Incorporated Federal Transit Administration requirements.

3. September 23, 2024, Amendment No. 2 to Agreement No. C-1-3317, $640,802, approved by the Board.

   - To exercise the first option term of the agreement effective December 1, 2024, through November 30, 2025.

4. September 22, 2025, Amendment No. 3 to Agreement No. C-1-3317, $640,802, pending approval by the Board.

   - To exercise second option term of the agreement effective December 1, 2025, through November 30, 2026.

Total committed to Trillium USA Company, LLC, Agreement No. C-1-3317: $3,127,144.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Amendment to Agreement for Janitorial Services

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**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-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc., doing business as Corporate Image Maintenance, to exercise the option term in the amount of $3,286,118, to continue providing janitorial services effective November 1, 2025, through October 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $7,086,446.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Amendment to Agreement for Janitorial Services

## *Overview*

On September 26, 2022, the Board of Directors approved an agreement with Gamboa Services, Inc., doing business as Corporate Image Maintenance, to provide janitorial services for a three-year initial term with a two-year option term. The initial term expires October 31, 2025. Staff is requesting Board of Directors' approval to exercise the two-year option term effective November 1, 2025 through October 31, 2027.

## *Recommendation*

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2438 between the Orange County Transportation Authority and Gamboa Services, Inc., doing business as Corporate Image Maintenance, to exercise the option term in the amount of $3,286,118, to continue providing janitorial services effective November 1, 2025, through October 31, 2027. This will increase the maximum cumulative obligation of the agreement to a total contract value of $7,086,446.

## *Discussion*

Janitorial services are currently provided at five Orange County Transportation Authority (OCTA)-owned bus maintenance and operations bases, five transportation centers, two park-and-ride facilities, one streetcar maintenance and storage facility, and 16 streetcar passenger platforms throughout Orange County. These facilities require janitorial services on a daily, weekly, monthly, and quarterly basis. OCTA utilizes the vendor provided labor forces sufficient to complete all specified requirements in the prescribed time and to furnish all cleaning materials and equipment to perform these services. OCTA and its contracted fixed-route bases provide the paper products needed for these services.

Services performed include the cleaning of offices, restrooms, locker rooms, and break areas in the operations and maintenance buildings, bus yards, and maintenance shop areas. The scope of work also provides for monthly pressure washing service, with the capture of all fluids, and quarterly window cleaning. Additionally, Gamboa Services, Inc., doing business as Corporate Image Maintenance (Corporate Image), ensures that the transit centers and the park-and-ride facilities are free from trash and debris. In total, Corporate Image is responsible for the cleanliness of more than 400,000 square feet of OCTA-owned bus bases, 1,570 parking stalls for buses and cars, 79 maintenance bays, and 70 multi-stall restrooms.

### *Procurement Approach*

The original procurement was handled in accordance with OCTA's Board of Directors (Board)-approved policies and procedures for professional and technical services. The original agreement was awarded on a competitive basis and includes a three-year initial term in the amount of $3,670,328 and a two-year option term. The agreement was previously amended as shown in Attachment A.

The proposed Amendment No. 2 is to exercise the option term of the agreement through October 31, 2027, and increase the maximum cumulative payment obligation by $3,286,118, bringing the total contract value to $7,086,446. The budget for this amendment is based on the firm-fixed monthly rates for scheduled janitorial services, as well as hourly rates for as-needed janitorial services established in the original agreement. Exercising the option term will allow Corporate Image to continue providing janitorial services effective November 1, 2025, through October 31, 2027.

Fiscal Impact

The project was approved in OCTA's Fiscal Year 2025-26 Budget, Operations Division/Maintenance Department, account nos. 2166-D3107-2WR-7615 and 0035-OC110-2WR-7615 and will be funded through local transportation funds.

### *Summary*

Staff requests the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-2-2438 with Gamboa Services, Inc., doing business as Corporate Image Maintenance, in the amount of $3,286,118, to continue providing janitorial services through October 31, 2027. This will increase the maximum obligation of the agreement to a total contract value of $7,086,446.

***Attachment***

A. Gamboa Services, Inc., doing business as Corporate Image Maintenance, Agreement No. C-2-2438 Fact Sheet

**Prepared by:**

Gretchen Burrow
Section Manager III, Maintenance
Resource Management
714-560-5533

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

**Approved by:**

Cliff Thorne
Director of Maintenance
714-560-5975

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

**ATTACHMENT A**

**Gamboa Services, Inc. doing business as Corporate Image Maintenance**
**Agreement No. C-2-2438 Fact Sheet**

1. September 26, 2022, Agreement No. C-2-2438, $3,670,328 approved by the Board of Directors (Board).

    - Agreement with Gamboa Services, Inc. doing business as Corporate Image Maintenance to provide janitorial services.

    - Initial Term effective November 1, 2022, through October 31, 2025, with a two-year option term.

2. June 1, 2025, Amendment No. 1 to Agreement No. C-2-2438, $130,000, approved by the Contracts Administration and Materials Management Department.

    - Revised service locations to add OC Streetcar sites.

3. September 22, 2025, Amendment No. 2 to Agreement No. C-2-2438, $3,286,118, pending approval by the Board.

    - Amendment to exercise the option term and extend the agreement effective November 1, 2025 through October 31, 2027.

Total committed to Gamboa Services, Inc. doing business as Corporate Image Maintenance, after approval of Amendment No. 2 to Agreement No. C-2-2438: $7,086,446.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** November 2025 OC Bus Service Change

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**Committee Vote**

This item was passed by the Members present.

**Committee Recommendation(s)**

Receive and file as an information item.

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** November 2025 OC Bus Service Change

## *Overview*

The proposed November 2025 OC Bus service change implements changes consistent with the Making Better Connections final service plan. These changes will reduce wait times and improve overall service quality and reliability. Minor adjustments to bus schedules in response to customer comments and coach operator feedback are also included.

## *Recommendation*

Receive and file as an information item.

## *Background*

In late 2022, the Orange County Transportation Authority (OCTA) completed a comprehensive study of the bus transit system, known as the Making Better Connections (MBC) Study. The MBC Study assessed emerging travel trends and recommended optimizing the transit network to better serve Orange County residents, workers, and visitors. The Board of Directors approved the final service plan that emerged from the MBC Study in October 2022. The MBC Study strives to improve bus service on high-ridership routes, reduce wait times, and optimize route structures. OCTA continues to implement these improvements steadily through the service change process. With the implementation of changes through the November 2025 service change, 90 percent of the recommendations included in the MBC study will have been implemented.

OCTA implements regular schedule and route revisions to selected OC Bus routes four times a year (February, May, August, and November). The proposed bus service changes discussed herein are scheduled for implementation on November 9, 2025.

***Discussion***

OCTA regularly monitors OC Bus performance and makes adjustments as needed to improve the service. These adjustments consider changes in traffic conditions, school schedules, land-use changes, customer comments, current ridership demand, and coach operator feedback. The changes are intended to improve the performance of individual bus routes and transit service overall.

The proposed changes for November 2025 will primarily focus on improvements to service quality and reliability. These changes focus on the following enhancements/modifications:

- Alignment changes on Routes 1, 29, 54, 59, 123, and 129
  - Route 1
    - Eliminate the current loop at Warner Avenue and Pacific Coast Highway with service maintained at the nearby Pacific Coast Highway and Warner Avenue bus stops.
  - Route 29
    - Shorten the route from its current northern terminal at Beach Boulevard and La Habra Boulevard to the Buena Park Metrolink Station via Beach Boulevard, Artesia Boulevard, and Dale Street (see Route 129 for service on this segment).
  - Route 54
    - Due to construction at Santiago Canyon College, relocate the current northern terminal at Chapman Avenue and Santiago Canyon College to Broadmoor Trail and Santiago Canyon College.
  - Route 59
    - Extend the route from its current northern terminal at La Palma Avenue and Kraemer Boulevard to the Brea Mall.
  - Route 123
    - Relocate the northern terminal from outside Anaheim Canyon Metrolink Station at La Palma Avenue and Link Street to the newly opened bus bays adjacent to the station.

  - Route 129
    - Extend the route from its current western terminal at Beach Boulevard and La Habra Boulevard to the Buena Park Metrolink Station via Beach Boulevard, Artesia Boulevard, and Dale Street.
    - Shorten the route from its current eastern terminal at La Palma Avenue and Kraemer Boulevard to the Brea Mall (see Route 59 for service on this segment).
- Frequency improvements on Routes 25, 33, 50, 53, 59, 129, and 143
- Frequency reduction on Routes 29 and 529
- Minor schedule adjustments to address customer feedback on Routes 43 and 56
- Schedule adjustments to improve on-time performance on Routes 42, 54, 59, 60, 66, 129, 143, and 553

The proposed November 2025 changes are detailed in Attachment A and represented in Attachments B, C, and D.

The proposed changes would result in an increase in bus service levels of approximately 43,000 revenue vehicle hours annually, which is consistent with the current OCTA Fiscal Year 2025-26 Budget.

***Summary***

The proposed November 2025 OC Bus service change will result in several adjustments to OC Bus service. These adjustments include improvements to service quality and reliability, frequency changes, and several route alignment changes. Customers will be notified of the changes three weeks prior to implementation.

***Attachments***

A. November 2025 OC Bus Service Change: Recommendations by Route
B. November 2025 Service Change: Bus Route Recommendations Map
C. Routes 29, 59, and 129 Alignment Changes
D. Routes 1, 54, and 123 Alignment Changes

**Prepared by:**

Eric Hoch
Transportation Analyst, Sr.
(714) 560-5830

**Approved by:**

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

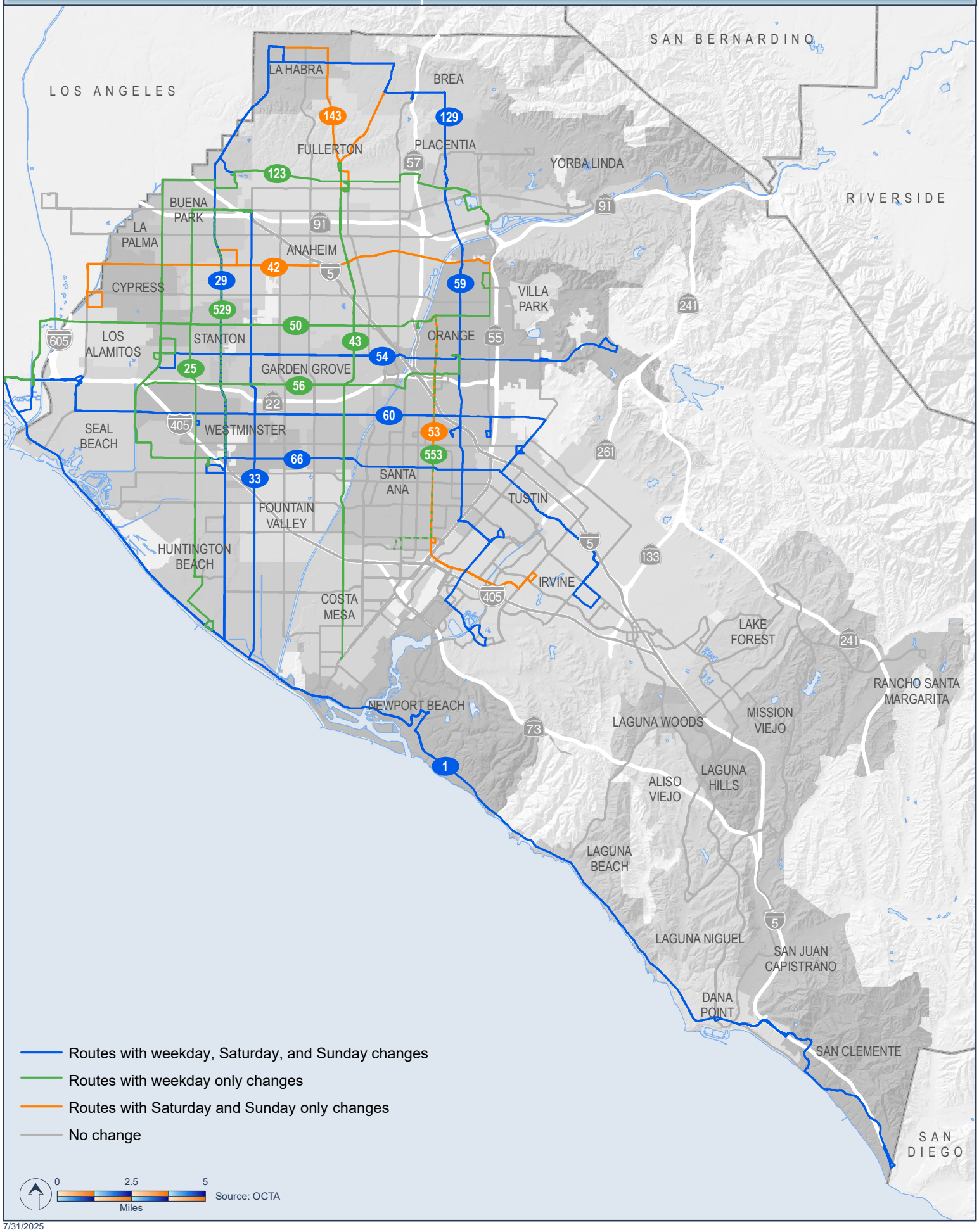
**ATTACHMENT A**

| November 2025 OC Bus Service Change: Recommendations by Route | | CHANGE IN SERVICE LEVELS | | | | |
|---|---|---|---|---|---|---|
| **Route** | **Description** | **WKD RVH** | **SAT RVH** | **SUN RVH** | **Annual RVH** | **Peak Vehicles** |
| **1** | Eliminate Warner Avenue loop with service continuing on Pacific Coast Highway | (0.4) | (7.9) | (7.9) | (967) | - |
| **25** | Improve WKD peak frequency to every 30 minutes | 17.2 | - | - | 4,390 | 3 |
| **29** | Shorten route at Buena Park Metrolink Station; Reduce WKD frequency to every 30 minutes | (39.7) | (10.4) | (11.2) | (11,318) | (4) |
| **33** | Improve WKD frequency to every 30 minutes; Improve SAT/SUN frequency to every 55 minutes | 16.5 | 9.8 | 9.8 | 5,273 | 1 |
| **42** | Improve SAT/SUN OTP | - | 3.9 | 3.9 | 433 | - |
| **43** | Minor WKD schedule adjustment | - | - | - | - | - |
| **50** | Improve WKD peak frequency to every 15 minutes | 29.0 | - | - | 7,390 | 4 |
| **53** | Improve SAT/SUN frequency to every 15 minutes for short trips and every 30 minutes for long trips | - | 22.7 | 22.7 | 2,492 | - |
| **54** | Implement detour routing at Santiago Canyon College; Improve WKD/SAT/SUN OTP | (1.0) | (0.1) | 0.2 | (250) | - |
| **56** | Adjust WKD schedule to connect with Metrolink trains at OTC | 0.1 | - | - | 17 | - |
| **59** | Extend route from La Palma Avenue-Kraemer Boulevard to Brea Mall; Improve WKD frequency to every 30 minutes; Improve WKD/SAT/SUN OTP | 66.4 | 31.7 | 38.6 | 20,814 | 5 |
| **60** | Improve WKD/SAT/SUN OTP | (1.1) | (0.2) | (0.2) | (312) | - |
| **66** | Improve WKD/SAT/SUN OTP | 12.6 | 18.5 | 18.5 | 5,238 | - |
| **123** | Relocate terminal at Anaheim Canyon Metrolink Station | 0.2 | - | - | 51 | - |
| **129** | Extend route from Beach Boulevard-La Habra Boulevard to Buena Park Metrolink Station; Shorten route at Brea Mall; Improve WKD frequency to every 30 minutes; Improve WKD/SAT/SUN OTP | 27.3 | 0.2 | 3.8 | 7,192 | 2 |
| **143** | Improve SAT/SUN frequency to every 45-47 minutes; Improve SAT/SUN OTP | - | 13.5 | 13.5 | 1,482 | - |
| **529** | Reduce WKD frequency to every 30 minutes | 1.3 | - | - | 327 | - |
| **553** | Improve WKD OTP | 5.0 | - | - | 1,262 | - |
| **Total of proposed year-round changes** | | **133.2** | **81.6** | **91.6** | **43,513** | **11** |

**Acronyms**
OTC - Orange Transportation Center
OTP - On-time performance
RVH - Revenue vehicle hour
SAT- Saturday
SUN - Sunday
WKD - Weekday

# November 2025 Service Change: Bus Route Recommendations Map

**ATTACHMENT B**

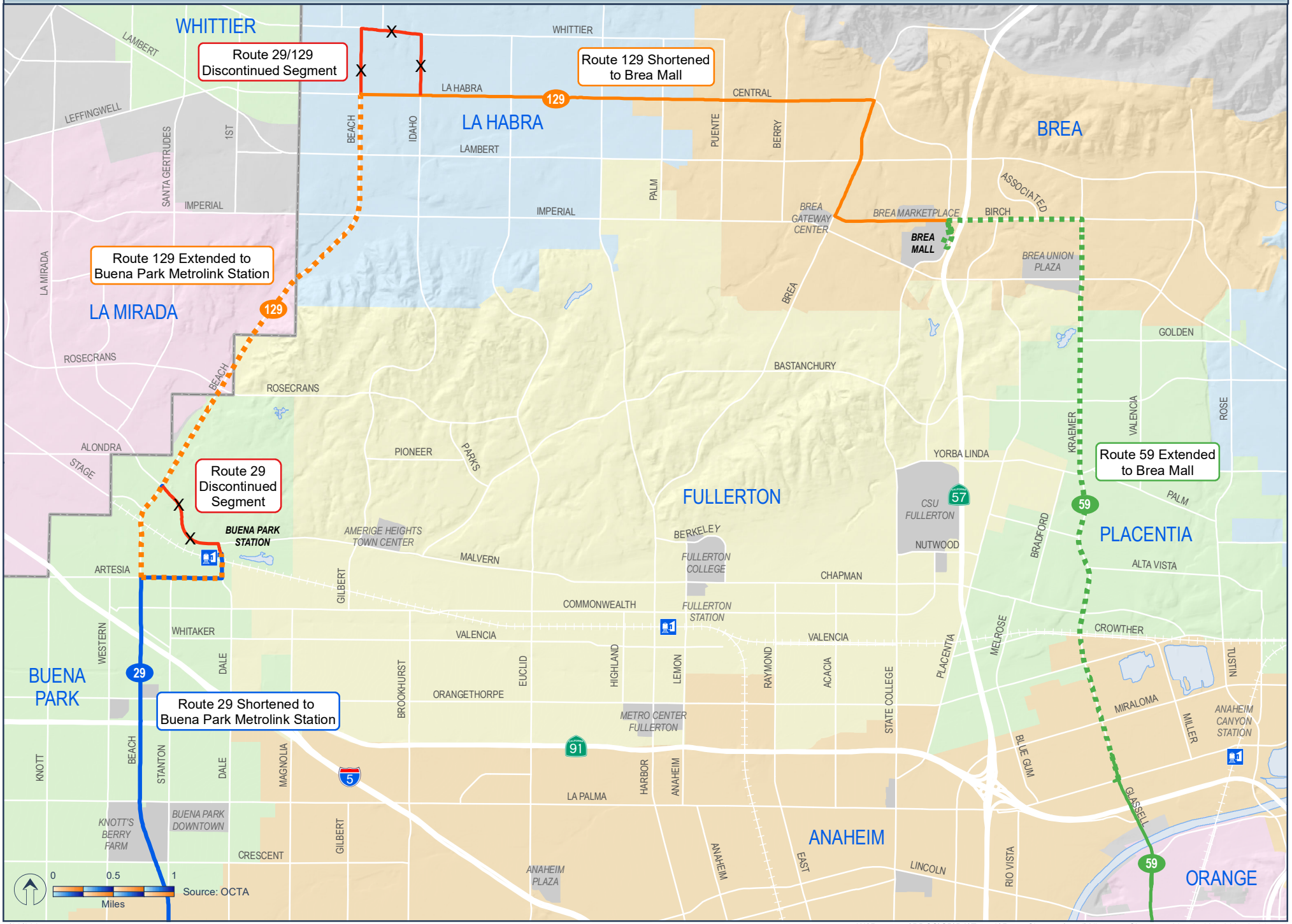



7/31/2025

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# Routes 29, 59, and 129 Alignment Changes

**ATTACHMENT C**

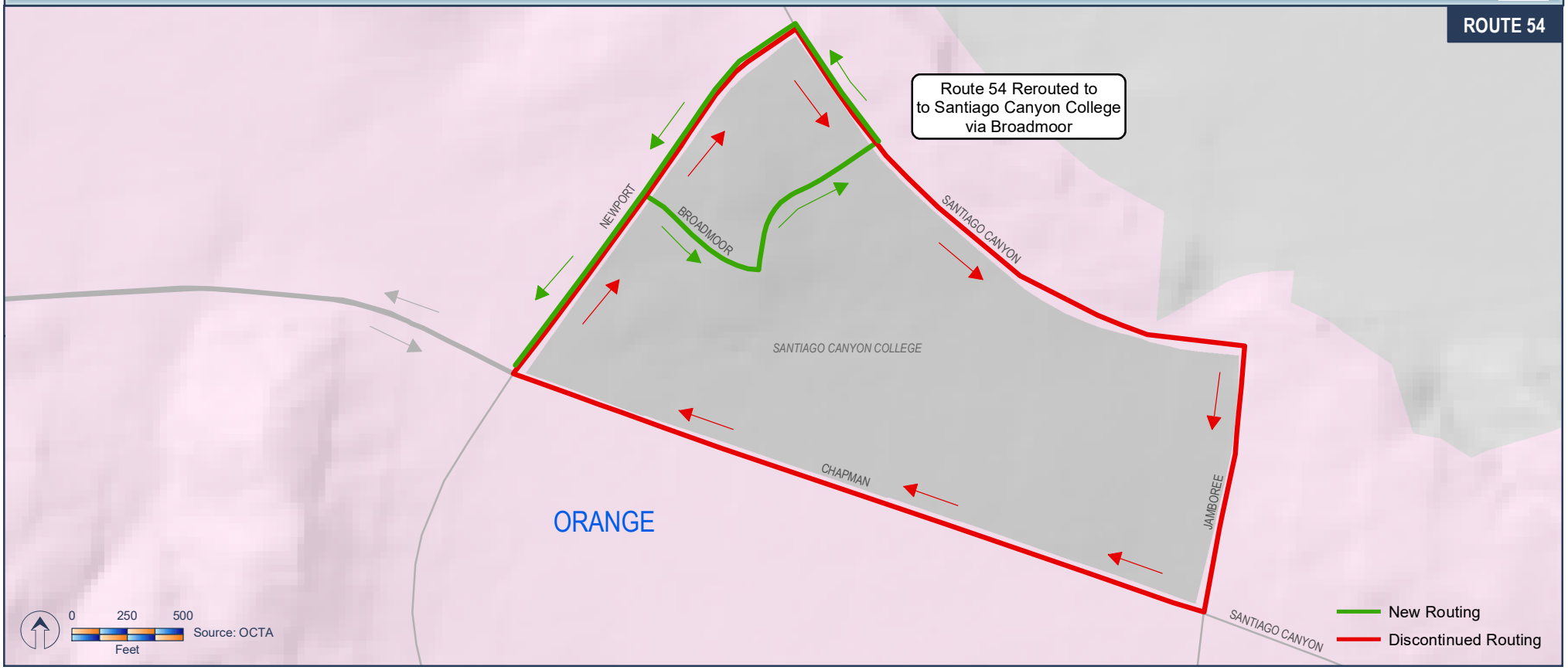


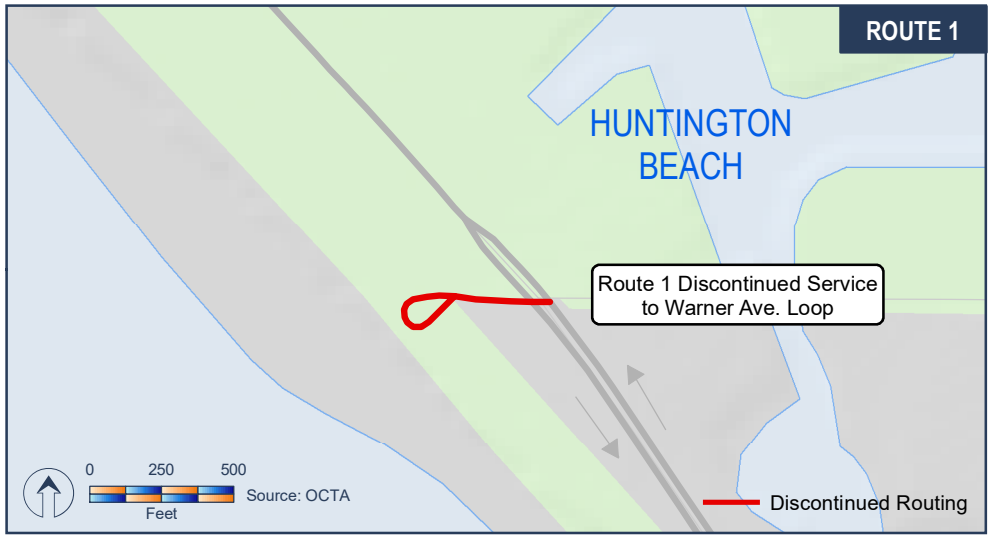

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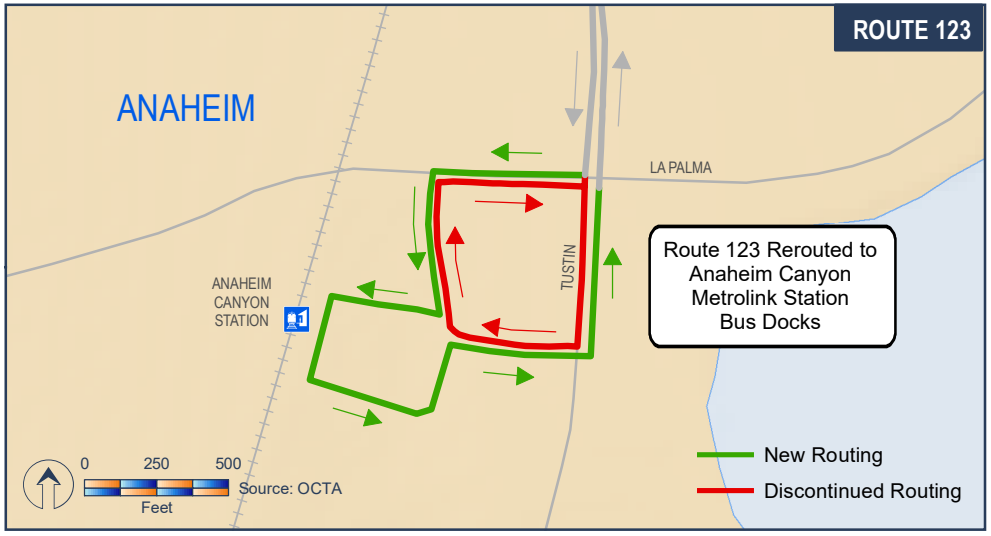
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# Routes 1, 54, and 123 Alignment Changes

**ATTACHMENT D**




8/1/2025

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COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Amendment to Agreement for Design Support Services for the OC Streetcar Project

Transit Committee Meeting of September 11, 2025

Present: Directors Jung, Klopfenstein, Janet Nguyen, Tam T. Nguyen, and Sarmiento
Absent: Directors Amezcua and Leon

**Committee Vote**

This item was passed by the Members present.

Director Janet Nguyen voted in opposition to this item.

**Committee Recommendation(s)**

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 16 to Agreement No. C-5-3337 between the Orange County Transportation Authority and HNTB Corporation, in the amount of $3,735,309, and extend the agreement term through December 31, 2026, for continued design support services during construction for the OC Streetcar Project. This will increase the maximum cumulative obligation of the agreement to a total contract value of $37,819,150.

OCTA

***September 11, 2025***

***To:*** Transit Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Amendment to Agreement for Design Support Services for the OC Streetcar Project

## *Overview*

On September 14, 2015, the Orange County Transportation Authority Board of Directors authorized an agreement with HNTB Corporation, to provide design consultant services for plans, specifications, and estimates for the OC Streetcar Project. An amendment to the existing agreement is required for continued design support services during construction for the OC Streetcar Project.

## *Recommendation*

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 16 to Agreement No. C-5-3337 between the Orange County Transportation Authority and HNTB Corporation, in the amount of $3,735,309, and extend the agreement term through December 31, 2026, for continued design support services during construction for the OC Streetcar Project. This will increase the maximum cumulative obligation of the agreement to a total contract value of $37,819,150.

## *Discussion*

The Orange County Transportation Authority (OCTA), in cooperation with the cities of Santa Ana and Garden Grove, is implementing a modern streetcar to operate between the Santa Ana Regional Transportation Center in the City of Santa Ana and the intersection of Harbor Boulevard and Westminster Avenue in the City of Garden Grove. The OC Streetcar Project (Project) will improve transit connectivity and accessibility, increase transit options, relieve congestion, and provide benefits to the community and traveling public. The Project is being implemented as part of Measure M2 (M2) Project S – Transit Extensions to Metrolink, approved by Orange County voters in November 2006.

Construction of the 4.15-mile Project involves complex and specialized work, including the installation of embedded track in existing streets, an overhead contact system (OCS) to supply power to the vehicles, stops with canopies, two bridges, and a maintenance and storage facility (MSF).

The Project includes ten streetcar stops in each direction (four shared center platforms and six side platforms in each direction, for a total of 16 platforms). Each stop includes a canopy, benches, leaning rails, trash cans, lighting, variable message signs, video cameras, a public address system, and ticket vending machines. Platforms are 14 inches high to enable level boarding to streetcar vehicles.

The MSF can accommodate up to 15 modern streetcar vehicles, as well as all necessary administration, operations, vehicle maintenance, parts storage, and maintenance-of-way needs for the Project. The MSF also includes secured exterior vehicle storage, a wye track for turning vehicles end-for-end, a free-standing vehicle wash, employee parking, and fire department/delivery access.

On February 13, 2025, the Board of Directors (Board) approved a revised project funding and schedule update which anticipates the Project to be complete and operational for revenue service in spring 2026. The Board also approved the revised estimated cost to complete the Project of $649 million. The updated cost includes continued professional services needed through the revised revenue service date plus project closeout, including those for the designer of record, project management consultant, construction management consultant, public outreach, safety education, quality manager, legal services, and those provided by OCTA staff.

As the designer of record, HNTB Corporation (HNTB) provided the plans, specifications, and estimates (PS&E) for the Project as well as design support during construction as required by the contract. The current term of the HNTB contract expires on December 31, 2025, and requires an amendment to extend the expiration date through December 31, 2026, and additional funding for continued design support services during construction through project completion and closeout.

A majority of the increased cost being requested is due to the extended time HNTB is required to provide services beyond what was originally assumed in the level of effort estimate. Specific efforts that require additional design support include:

- The high number of interrelated elements of the Project, including railroad communications, trackwork, and the 50,000-square-foot MSF, make the design and construction complex and require the technical expertise of multiple disciplines. This complexity, especially at the MSF with design elements for electrical, mechanical, structural, civil, communication, and security, has resulted in a high number of submittals, requests for information (RFI), and in some cases, design modifications to address a variety of conditions. As of mid-July 2025, the construction contractor has submitted 2,151 RFIs and 2,538 contract submittals, each of which require review and action by the designer. This resulted in additional efforts to review, coordinate and respond to the extensive volume of RFIs and submittals submitted by the contractor.

- The volume and complexity of the construction contractor's submittals and RFIs for project elements related to the OCS system, and train and traffic signal controls, required extensive coordination between various technical disciplines to review and approve. Modifications to design plans and specifications were needed to address unforeseen issues discovered during construction. This resulted in efforts beyond what was anticipated in prior level of effort estimates.

A continuation of design services is required for timely reviews of upcoming RFIs and submittals for remaining construction and Project elements that are being finalized for start-up and testing, including communication systems, railroad signaling systems, traction power substations, OCS system, system integration, and testing of various elements inside the MSF. Additional design services are anticipated for modifications to address unforseen conditions discovered during construction and/or to enhance system operations and safety. Finally, HNTB will be required to participate in project meetings with the construction management team and contractor to ensure and facilitate configuration of remaining project elements being constructed are functioning as designed.

Staff is requesting Board approval for the additional funds, in the amount of $3,735,309, for continued design support services and to extend the term of the agreement through December 31, 2026.

***Procurement Approach***

The original procurement was handled in accordance with OCTA's Board-approved procedures for architectural and engineering services, which conform to both federal and state laws. The original firm-fixed price agreement

was issued on February 1, 2016, in the amount of $16,434,022. This agreement has been previously amended as shown in Attachment A.

OCTA staff and HNTB have agreed upon the level of effort for the required services, and staff found HNTB's price proposal, in the amount of $3,735,309, to be fair and reasonable relative to the negotiated level of effort and the independent cost estimate prepared by the OCTA program management team. Proposed Amendment No. 16, in the amount of $3,735,309, will increase the total contract value to $37,819,150 and extend the term of the agreement by 12 months through December 31, 2026.

Fiscal Impact

Funding for the HNTB contract amendment is included in OCTA's Fiscal Year 2025-26 Budget, Capital Programs Division, Account No. 0051-7519-TS010-Z84 and is funded with Federal Transit Administration Section 5309 New Starts grant funds and local M2 funds.

***Summary***

Staff requests Board of Directors' approval to authorize the Chief Executive Officer to negotiate and execute Amendment No. 16 to Agreement No. C-5-3337 between the Orange County Transportation Authority and HNTB Corporation, in the amount of $3,735,309, and extend the agreement term through December 31, 2026, for continued design support services during construction for the OC Streetcar Project.

***Attachment***

A. HNTB Corporation, Agreement No. C-5-3337 Fact Sheet

**Prepared by:**

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Director, Capital Project Delivery
(714) 560-5925

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

**Approved by:**

James G. Beil, P.E.
Executive Director, Capital Programs
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**HNTB Corporation**
**Agreement No. C-5-3337 Fact Sheet**

1. September 14, 2015, Agreement No. C-5-3337, $16,434,022, approved by the Board of Directors (Board).

   - The agreement was executed on February 1, 2016, to provide design services to prepare the plans, specifications, and estimates for the OC Streetcar Project.

2. December 15, 2016, Amendment No. 1 to Agreement No. C-5-3337, $239,192, approved by the Contracts Administration and Materials Management (CAMM) Department.

   - Provide additional design services for field survey and potholing work.

3. February 27, 2017, Amendment No. 2 to Agreement No. C-5-3337, $37,434, approved by the CAMM Department.

   - Provide additional design services required for relocation of the traction power substation (TPSS) and right-of-way (ROW) legal documentation.

4. April 28, 2017, Amendment No. 3 to Agreement No. C-5-3337, $207,273, approved by the CAMM Department.

   - Provide additional design support services necessary for modifications to the maintenance and storage facility (MSF) and for additional potholing services necessary at various locations within the project alignment.

5. May 22, 2017, Amendment No. 4 to Agreement No. C-5-3337, $864,491, approved by the Board.

   - Provide additional design services because of streetcar stop modifications, various governmental agency requests, and ROW studies.

6. March 20, 2018, Amendment No. 5 to Agreement No. C-5-3337, $0, approved by the CAMM Department.

   - Modify California Public Utilities Commission Task 7, authorized by Amendment No. 4.

7. June 20, 2018, Amendment No. 6 to Agreement No. C-5-3337, $249,217, approved by the CAMM Department.

    - Provide additional design services during the extended bid period, modify traffic signal plans, Orange County Sanitation District sewer, TPSS site designs, the northeast corner of Santa Ana Boulevard and Ross Street, and the pedestrian plaza adjacent to Sasscer Park, and review the construction schedule and engineer's estimate.

8. November 12, 2018, Amendment No. 7 to Agreement No. C-5-3337, $1,152,212, approved by the Board.

    - Provide additional design services during the extended bid period, extended coordination with third-party utility relocations, addition of traffic signal interconnects, closed-circuit television (CCTV) cameras at Harbor Boulevard park-and-ride, modifications to the MSF, including moving CCTV servers into the facility and automatic operation of the rail gates into the yard, power isolation, TPSS revisions, and added effort to obtain the MSF building permit.

9. October 28, 2019, Amendment No. 8 to Agreement No. C-5-3337, $1,500,000, approved by the Board.

    - Provide additional design support services during construction and extend the contract term by 27 months from December 31, 2019 through March 31, 2022.

10. June 22, 2020, Amendment No. 9 to Agreement No. C-5-3337, $ 0, approved by the CAMM Department.

    - Transfer $67,176 unspent design budget for preparation of procurement specifications for ticket vending machines to design support services during construction.

11. September 14, 2020, Amendment No. 10 to Agreement No. C-5-3337, $2,900,000, approved by the Board.

    - Provide additional design support services during construction.

12. June 14, 2021, Amendment No. 11 to Agreement No. C-5-3337, $2,500,000, approved by the Board.

    - Provide additional design support services during construction and extend the contract term by six months from April 1, 2022 through September 30, 2022.

13. July 25, 2022, Amendment No. 12 to Agreement No. C-5-3337, $3,000,000, approved by the Board.

    - Provide additional design support services during construction and extend the contract term by 12 months from September 30, 2022 through September 30, 2023.

14. April 24, 2023, Amendment No. 13 to Agreement No. C-5-3337, $3,000,000, approved by the Board.

    - Provide additional design support services during construction and extend the contract term by 12 months from September 30, 2023 through September 30, 2024.

15. March 25, 2024, Amendment No. 14 Agreement No. C-5-3337, $2,000,000, approved by the Board.

    - Provide additional design support services during construction and extend the contract term by 11 months from September 30, 2024 through August 31, 2025.

16. July 21, 2025, Amendment No. 15 to Agreement No. C-5-3337, $ 0, approved by the CAMM Department.

    - Extend the contract term by four months from August 31, 2025 through December 31, 2025.

17. September 22, 2025, Amendment No. 16 Agreement No. C-5-3337, $3,735,309, pending Board approval.

    - Provide additional design support services during construction and extend the contract term by 12 months from December 31, 2025 through December 31, 2026.

Total funds committed to HNTB Corporation after approval of Amendment No. 16 to Agreement No. C-5-3337: $37,819,150.

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2025

Finance and Administration Committee Meeting of September 10, 2025

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

**Committee Vote**

No action was taken on this item.

**Staff Recommendation(s)**

Receive and file as an information item.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Environmental Mitigation Program Endowment Fund Investment Report for June 30, 2025

## *Overview*

The Orange County Transportation Authority has developed a Natural Community Conservation Plan/Habitat Conservation Plan, acquired conservation properties, and funded habitat restoration projects to mitigate the impacts of Measure M2 freeway programs. The California Community Foundation manages the non-wasting endowment required to fund the long-term management of the conservation properties. Each quarter, the California Community Foundation publishes a comprehensive report detailing the composition of the pool and its performance.

## *Recommendation*

Receive and file as an information item.

## *Background*

On September 26, 2016, the Board of Directors approved the selection of the California Community Foundation (CCF) as an endowment fund manager for the Measure M2 Freeway Environmental Mitigation Program. Annually, approximately $2.9 million will be deposited in the endowment. These annual deposits are expected over a ten-to-twelve-year period, or until the fund totals approximately $46.2 million. As of June 30, 2025, the Orange County Transportation Authority (OCTA) has made nine deposits to the CCF Endowment Pool (Pool), each in the amount of $2,877,000.

### *Discussion*

As of June 30, 2025, total assets in the Pool were $1.20 billion (Attachment A), while foundation assets totaled $2.54 billion. Pool performance lagged the Blended Benchmark (Benchmark) over the short- and mid-term periods (up to ten years) but was closely aligned with the benchmark over the 20-year horizon.

The endowment balance as of June 30, 2025, was $34,085,302, above the target of $32,491,533 for fiscal year (FY) 2024-25. Based on the CCF's performance to date, OCTA remains on track to meet the endowment target of $46.2 million in FY 2027-28 (Attachment C). The total endowment portfolio increased by 4.76 percent for the quarter and 9.2 percent over the trailing one-year period.

The final quarter of FY 2024-25 was marked by significant geopolitical events and policy shifts. Markets initially declined sharply before staging the fastest recovery in history, resulting in a 10.9 percent gain in The Standard and Poor's 500. Technology and growth stocks, particularly the Magnificent 7 (Alphabet Inc., Amazon.com, Inc., Apple Inc., Meta Platforms, Inc., Microsoft Corporation, Nvidia, Inc., and Tesla, Inc.), rebounded strongly; however, market gains were more broadly distributed than in previous years. International equities also posted strong returns (MSCI All Country World Index: +11.5 percent), fueled by policy support in Europe and China and aided by a weaker US dollar. The Federal Reserve held rates steady but signaled possible rate cuts later this year, though inflation or political pressure may influence that trajectory.

In this environment, the Pool's fixed income fund gained 4.0 percent, outperforming its benchmark. The Pool increased allocations to cash and fixed income to manage risk and maintain flexibility. The public equity portfolio rose 7.6 percent, trailing its benchmark, while international and emerging markets managers contributed strongly, underscoring the value of diversification. Overall, the Pool maintained a resilient posture in a volatile yet ultimately rewarding market.

Diversification, strategic asset allocation, and appropriate sizing of investments within the endowment portfolio remain the primary strategies to protect the portfolio from outsized volatility.

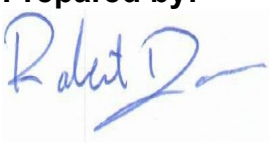
***Summary***

The Orange County Transportation Authority is submitting a copy of the California Community Foundation Investment for the quarter ended June 30, 2025.

***Attachments***

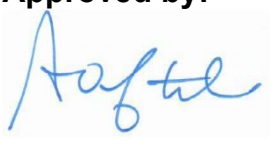
A. California Community Foundation Endowment Pool Investments – June 30, 2025
B. California Community Foundation Fund Statement – 4/1/2025 – 6/30/2025
C. Environmental Mitigation Program Portfolio Performance – Actual/Projection vs. Target

**Prepared by:**



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

**Approved by:**



Andrew Oftelie
Chief Financial Officer
Finance and Administration
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**ATTACHMENT A**

California COMMUNITY Foundation

# Endowment Pool
June 30, 2025

INVESTMENTS

## Total Pool Assets

$1.197 billion (Endowment Pool), $2.54 billion (total foundation assets) as of June 30, 2025.

## Pool Objective

Prudent investment of funds to provide real growth of the assets over time while protecting the value of the assets from undue volatility or risk of loss. Managed on a total return basis (i.e., yield plus capital appreciation) while taking into account the level of liquidity required to meet withdrawals from the pool - mainly expenses and grants to external organizations. While the Investment Committee recognizes the importance of the preservation of capital, they also adhere to the principle that varying degrees of risk are generally rewarded with commensurate returns over full market cycles (5-10 years).

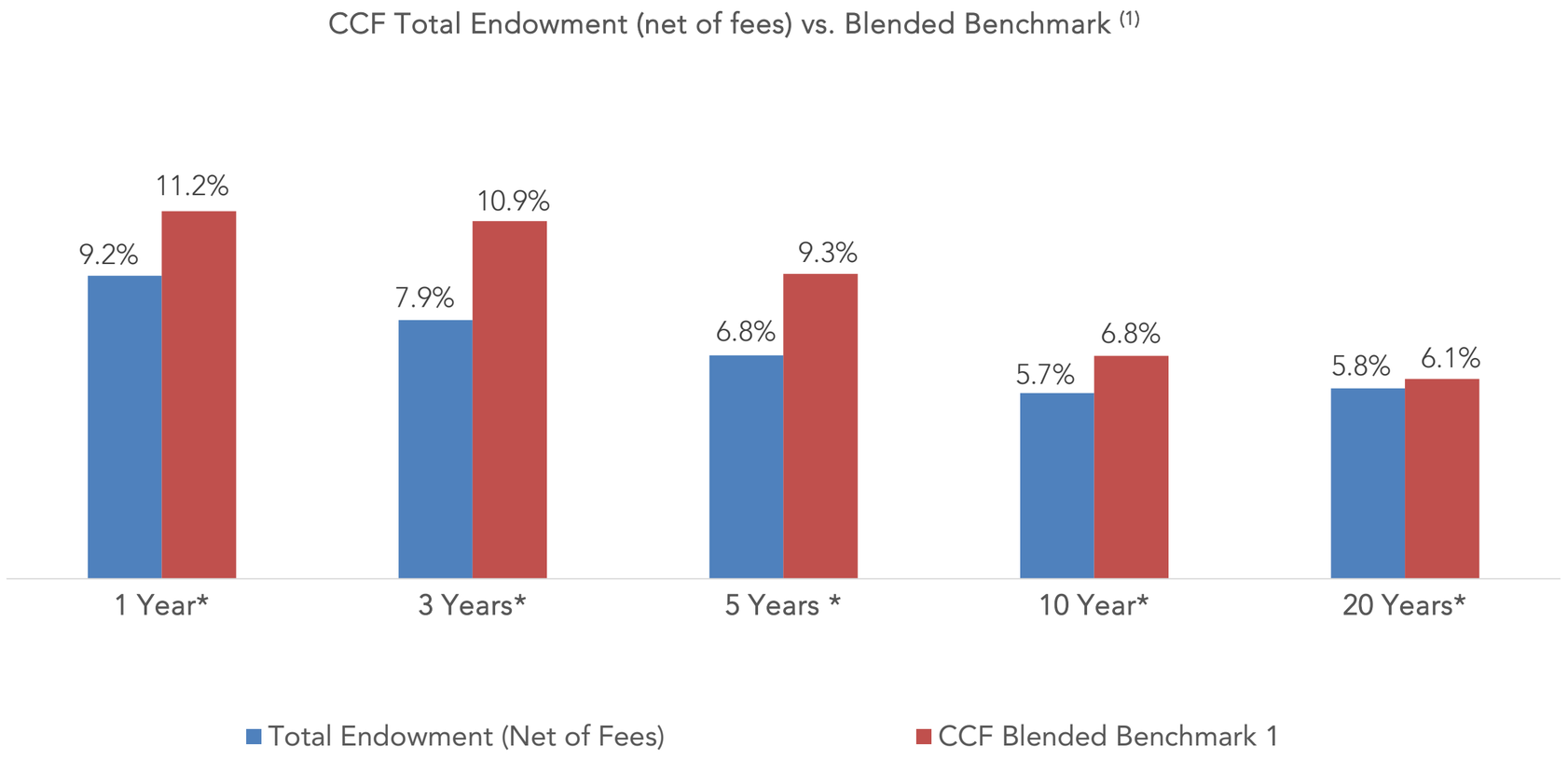
## Outsource CIO

Pathstone (Aka Hall Capital Partners)

## Performance & Asset Allocation

Performance for June 2025 was 1.82% (2,5)

Performance for the three months ended June 30, 2025 was 4.76%




| Asset Class | $ in Millions | % of Port | Long-Term Target Range (4) |
|---|---|---|---|
| Cash & Equivalent (3) | $36 | 3.0% | 0 - 5% |
| Fixed Income | $137 | 11.4% | 10 -20% |
| Public Equities | $558 | 46.6% | 40 - 60% |
| Alternative Assets | $128 | 10.7% | 10 - 25% |
| Hybrid Investments | $26 | 2.2% | 0 - 10% |
| Private Investments | $197 | 16.5% | 10 - 20% |
| Real Assets | $115 | 9.6% | 5 - 10% |
| **Total Endowment Assets** | **$1,197** | **100.0%** | |

*Updated 7/25/2025*

## Q2 2025 MARKET COMMENTARY

- It's been an eventful year – from on-again, off-again tariffs to the unexpected US bombing of Iranian nuclear sites. US markets drew down over 15% (April), however, following several policy pivots, markets ultimately recovered at the fastest pace in history – 58 days – ending the quarter back at all-time highs (S&P 500 +10.9% Q2).
- The second quarter saw technology and growth companies, including the Magnificent 7, charge back after a relatively weak first quarter, in part driven by continued excitement around AI. Nevertheless, market breadth remains much more balanced and sustainable than it was in 2023 and 2024, when market performance was driven by a handful of stocks (i.e. Magnificent 7).
- International markets demonstrated strong performance (MSCI ACWI: +11.5% Q2) despite tariff uncertainties and broader geopolitical tensions. In Europe and China, defense spending and policy stimulus helped drive robust performance in Q2. Diversification across geographies has been rewarded in 2025.
- The economic outlook improved and recession fears eased. The Federal Reserve kept interest rates steady at 4.25% to 4.50% for the fourth consecutive time but hinted at possibilities for 50 bps in cuts later in the year. However, an uptick in inflation or increased political pressure could cause the Fed to be hawkish, so we caution against strong views on the rate outlook. The Fed slightly lowered its 2025 growth forecast, largely due to tariff uncertainty.
- Private markets showed renewed liquidity, highlighted by successful IPOs, signaling growing investor confidence in high-growth technology companies. We anticipate a continued uptick in investment activity throughout the year given the amount of dry powder in the market and the prospect for deregulation.
- Given elevated valuations in equities and questions surrounding how policy implementation may affect earnings, we think the current market environment favors skilled managers who can properly underwrite company fundamentals.

## EP COMMENTARY

- The total Endowment portfolio was up an estimated +4.2% YTD 2025, which includes private investment marks that report on a lag and are held at zero for the latest quarter. We anticipate an increase in performance once we receive Q2 valuations on private investments. The portfolio excluding private investments was up 6% YTD through Q2.
- Within fixed income, the EP slightly outperformed the benchmark,+4.0% vs 3.8% YTD. This year, we have increased our combined allocation to cash and fixed income to preserve flexibility and serve as a stabilizing force against market volatility and uncertainty and to take some profits from the public equity portfolio.
- International and emerging equity managers have contributed strong returns to the EP portfolio, at +19% YTD and +15.6% YTD, respectively. This compares well to US stock performance, highlighting the benefits of diversification. A weaker US dollar has been a driving factor to non-US returns.

Domestic and global public equity managers with exposure to SMID cap companies and/or biotech that have not benefitted from the multiple expansion experienced by much of the US market in Q2 have been the main detractors for the public equity portfolio. In total, the public equity portfolio was up 7.6% relative to its benchmark at 10% (MSCI ACWI).

- Hedge funds have performed in-line with expectations at +2.6% for the year through 6/30. Credit oriented managers and long/short equity managers have provided relatively consistent returns over 2025 while long-only equity markets have demonstrated extreme volatility.
- We remain optimistic about our private equity commitments, which are still early in their life cycle. Private equity valuations have lagged portfolio progress but are expected to improve in 2025, especially for venture managers. As a reminder, our private investments report on a lag and are therefore held at a 0% return for Q2'25. As we receive full Q2 reporting from managers, we expect returns for the overall EP to increase on the margin. Longer term, we believe this exposure will drive higher returns for the EP.

* Represents Annualized Returns.

**Footnotes:**

1 – Total benchmark intended to roughly match CCF portfolio asset allocation with relevant constituent benchmarks. Current blended benchmark effective since 1/1/24.
Current blend: ML 3M T-Bills (3%), Barclays Agg. Bond Index (7.8%), Barclays 1-5Y Government-Credit Index (5.2%), MSCI ACWI (45%), Hedge Fund Blend (7.5% BofA ML High Yield, 3.75% ML 3-Month T- bills, 3.75% MSCI ACWI), Cambridge PE Index (9.8%), Cambridge VC Index (4.2%), Cambridge RE Index (7%), S&P Infrastructure Index (3%).
CPI+5%.
CCF benchmark blends 7/1/21 to 12/31/23 : ML Treasury 1-3 (2%), Barclays Agg. Bond Index (18%), MSCI ACWI (50%), Hedge Fund Blend (7.5% BofA ML High Yield, 3.75% ML 3-Month T-bills, 3.75% MSCI ACWI), Cambridge PE Index (3.5%), Cambridge VC Index (1.5%), Cambridge RE Index (7%), S&P Infrastructure Index (3%).
CCF benchmark blends prior to 7/1/21: Total Fund Benchmark is a combination of: 48% MSCI ACWI - 2% Cambridge PE Index 1-Qtr Lag / 14% HFR FOF / 5% ODCE - 5% S&P Global Large Mid NR - 4% S&P Global Infrastructure /  9% Barc Agg. - 3% Barc 1-5 Yr. Gov/Cr - 3% Barc 0-5 Yr. US Treasury TIPs / 2% Barc High Yield - 2% S&P/LSTA Leveraged Loan - 3% JP Morgan EMBI Global Diversified.
2 – Performance is preliminary and at times estimated pending final reporting from all investments. Managers often report on substantial lags, particularly private illiquid investments. In the instances where we do not have actual or estimated performance for a manager, we default to a 0% performance. Investment performance is presented net of investment expenses, including fund manager incentive fees
3 – Includes cash in transit to or from investments. For example, 2/28 cash could include money that is being sent to an investment on 3/1
4 – Current portfolio allocations may be outside of strategic ranges as it can take substantial time to adjust investments to meet range goals. This is particularly true for private illiquid investments that call capital into strategies over time and typically necessitate multi-year periods to gain exposure for appropriate vintage diversification
5 – Investment expense ratio approximates weighted-average 1.14% excluding fund manager incentive fees.

**ATTACHMENT B**

California COMMUNITY Foundation

| | |
|---|---|
| **Fund Name:** | OCTA - Measure M2 Environmental Mitigation Program Fund |
| **Fund Start Date:** | 2/28/2017 |
| **Investment Pool(s):** | Endowment Pool |

# FUND STATEMENT

## OCTA - Measure M2 Environmental Mitigation Program Fund (V398)

4/1/2025 - 6/30/2025

## Fund Summary

| | This Period 04/01/2025 - 06/30/2025 | Calendar YTD 1/1/2025 - 6/30/2025 |
|---|---|---|
| **Opening Fund Balance** | $32,538,436.92 | $32,674,489.46 |
| Contributions | 0.00 | 0.00 |
| Investment Activity, net | 1,546,864.94 | 1,494,705.71 |
| Administration & Grant Management Fees | 0.00 | (83,893.31) |
| Net Changes to Fund | 1,546,864.94 | 1,410,812.40 |
| **Ending Balance** | **$34,085,301.86** | **$34,085,301.86** |

## Investment Pool Performance as of 06/30/2025

| | 1 - Year | 3 - Years | 5 - Years | 10 - Years |
|---|---|---|---|---|
| **Endowment Pool** | 9.2% | 7.9% | 6.8% | 5.7% |
| **Social Impact Endowment Pool** | 12.5% | 14.3% | 10.4% | 8.9% |
| **Conservative Balanced Pool** | 9.2% | 8.2% | 5.6% | 5.2% |
| **Short Duration Bond Pool** | 6.3% | 3.7% | 1.2% | 1.9% |
| **Capital Preservation Pool** | 4.8% | 4.7% | 2.8% | 2.0% |

**Endowment Pool** - Invested for long-term growth and appreciation across multiple investment managers. It seeks to preserve the purchasing power of assets over an indefinite time horizon through long-term investment opportunities, while providing a relatively predictable and stable stream of distributions that keeps pace with inflation.

**Social Impact Endowment Pool** - Invested in a diversified pool of equities and fixed income aiming to offer capital growth for long-term grantmaking. It seeks to preserve the purchasing power of assets over an indefinite time horizon by following a sustainable investing approach that combines rigorous financial, environmental, social and governance (ESG) analysis, while providing a relatively predictable and stable stream of distributions that keeps pace with inflation.

**Conservative Balanced Pool** - Invested to strike a balance between growth and liquidity by combining current income with an opportunity for moderate capital appreciation. It seeks to offer diversified exposure to fixed income with maturities from 1-5 years as well as the entire U.S. equity market for purposes of grantmaking over an intermediate horizon.

**Short Duration Bond Pool** - Invested to offer diversified exposure to fixed income with maturities from one to five years for the purposes of grants over a near-term one to four year horizon.

**Capital Preservation Pool** - Invested to meet the needs of funds with short-term grant objectives. It seeks to preserve principal and provide liquidity and working funds for present and future needs through investment in high-quality, short-term fixed income and cash instruments.

## Definition of Terms

Opening Fund Balance - Your fund's balance at the beginning of the statement period.

Contributions - Irrevocable financial additions to your fund.

Grants - Grants you recommended to IRS-qualified public charities that have been approved and distributed from your fund. This also includes refunds and voids of grants made.

Administrative Fee - CCF charges administrative fees to cover general operating activities. These activities could include gift establishment, receipt of assets and contributions, grants and fund administration, research on nonprofit agencies and issue areas, and other charitable purposes.

Investment Activity, net – This represents the financial returns from the CCF investment pool(s) in which your fund is invested, including interest, dividends and gains/losses as well as the deduction of any investment-related fees.

Fund Balance Transfer - Money transferred to or from another CCF fund.

Other Expenses - Permissible expenses (i.e., legal, phone charges, etc.) related to the administration of your fund.

Net Changes to Fund - The net amount of your fund after contributions, income, grants, administration and grant management fee, investment managers' fees, fund balance transfers, and other expenses.

Ending Fund Balance - The fund's balance at the end of the statement period reported on this statement. This amount includes any contributions, grant distributions, fund balance transfers, and increase or decrease in market value.

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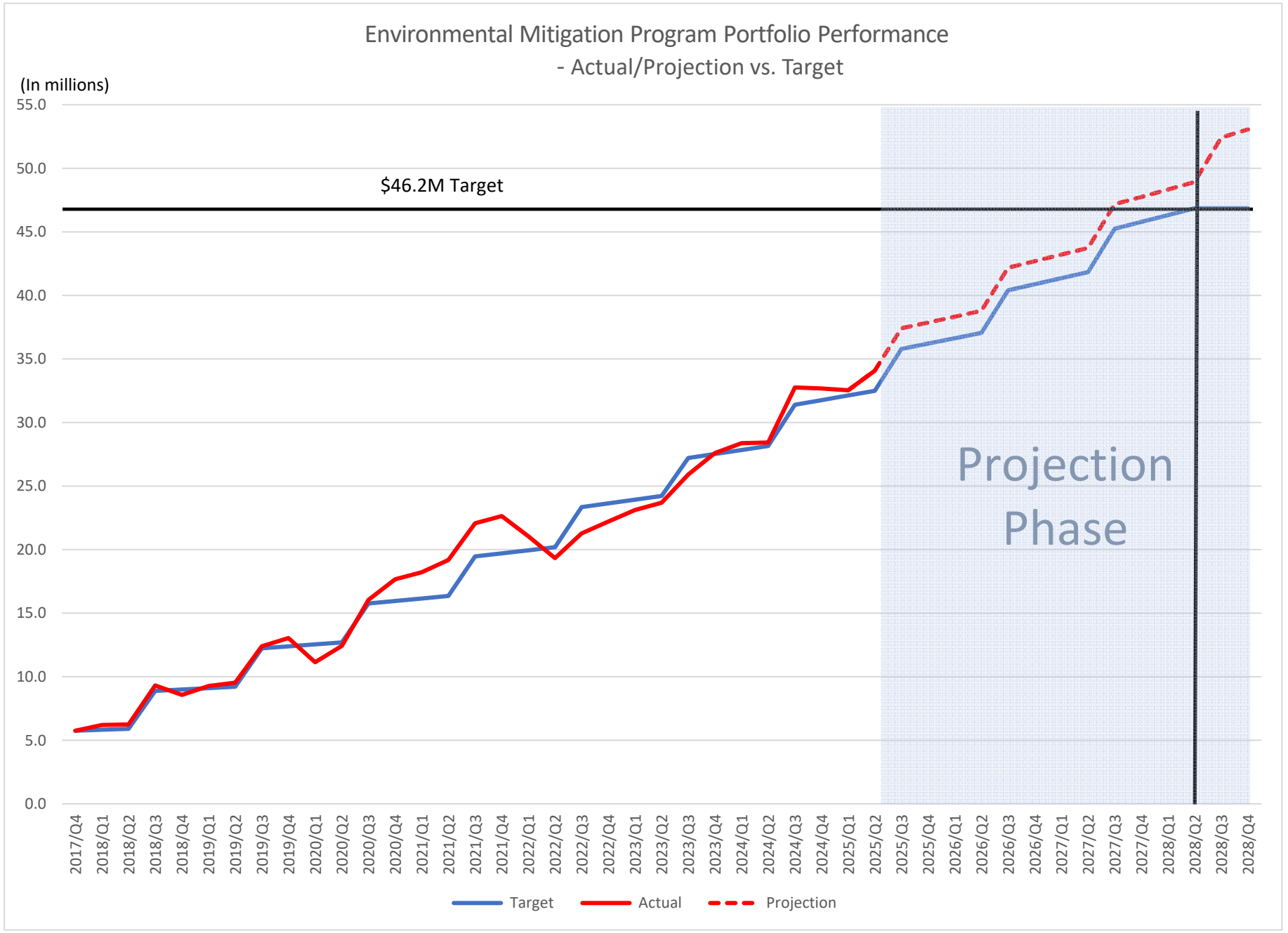
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**ATTACHMENT C**



OCTA

*MEMO*

**September 17, 2025**

**To:** Members of the Board of Directors

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

**Subject:** Board Committee Transmittal for Agenda Item

The following item is being discussed at a Committee meeting which takes place subsequent to distribution of the Board agenda. Therefore, you will be provided a transmittal following that Committee meeting (and prior to the Board meeting) informing you of Committee action taken.

Thank you.

***September 18, 2025***

***To:*** Legislative and Communications Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** Agreement for Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue

## *Overview*

On June 2, 2025, the Orange County Transportation Authority released a request for proposals for public outreach consulting services during the pre-construction and construction phases of the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim. Board of Directors' approval is requested to execute an agreement for these services.

## *Recommendations*

A. Approve the selection of Kleinfelder Construction Services, Inc. as the firm to provide public outreach consultant services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim.

B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4104 between the Orange County Transportation Authority and Kleinfelder Construction Services, Inc., in the amount of $499,911, for a three-year initial term with an option term of up to 24 months, to provide public outreach consultant services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue in the City of Anaheim.

## *Discussion*

The State Route 57 (SR-57) Northbound Improvement Project between Orangewood Avenue and Katella Avenue (Project) is part of Project G in the Measure M2 freeway program. The Project is being advanced through the updated Next 10 Delivery Plan adopted by the Orange County Transportation

Authority (OCTA) Board of Directors (Board) in November 2024. SR-57 is a major trucking route and an interregional link between Los Angeles, Orange, Riverside, and San Bernardino counties, providing direct and indirect access to employment centers, recreational attractions, shopping malls, medical centers, universities, airports, residential, and other land uses. There are several major traffic generators within the Project vicinity including Angel Stadium, the Honda Center, the Grove of Anaheim, Anaheim Regional Transportation Intermodal Center (ARTIC), and the OC Vibe residential/commercial development.

The Project will extend the fifth general purpose lane in the northbound direction on SR-57 between Orangewood Avenue and Katella Avenue, improve the northbound Katella Avenue off-ramp by providing an additional exit lane, reconfigure the existing Orangewood Avenue on- and off-ramps, upgrade the nonstandard median to current standards, and re-establish the existing auxiliary lane.

Construction will generally be completed in four stages. Stage 1 activities include improving three bridges, constructing two ramps, and building three retaining walls. Stage 2 includes constructing two ramps and a segment of new freeway pavement. Stage 3 activities include constructing additional new freeway pavement. Stage 4 includes replacing the concrete barrier in the freeway median. All these activities will require intermittent closures and detours.

Multiple full-freeway closures will be needed on northbound SR-57 to allow crews to complete bridge work. Project construction is anticipated to begin in late 2025 and be completed in mid-2028.

Extensive outreach efforts are needed to communicate major activities, closures, and detours to residents, business owners, large employers, entertainment and sports venues, motorists, and trucking and tourism organizations. Coordination with ongoing projects, such as OC Vibe adjacent to the Project, is also a critical element of the outreach efforts.

OCTA, with consultant support, will implement a comprehensive public outreach program engaging all stakeholders, including hard-to-reach and underrepresented communities, in addition to high visibility stakeholders such as entertainment, sports, and tourism representatives. The program will include a variety of methods and tools such as:

- Conducting one-on-one meetings with city representatives, key stakeholders, community-based organizations, and members of the business, ethnic, and faith-based communities
- Providing city council and speakers bureau presentations

- Developing and sending email newsletters, text notifications, and other digital communication tools
- Hosting in-person and virtual meetings with neighborhood participants and other audiences
- Providing an interactive map of closures and detours
- Developing content for digital communications such as social media and a project website
- Creating project branding
- Producing print and digital collateral materials
- Distributing notifications, including digital and in-person canvassing when necessary
- Researching, resolving, and tracking constituent inquiries

In addition, the consultant will assist, as needed, with pre- and post-construction surveys, and facilitate and document the claims process in accordance with California Department of Transportation (Caltrans) procedures.

***Procurement Approach***

The procurement was handled in accordance with OCTA Board-approved procedures for professional and technical services. Various factors are considered in the award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal considering such factors as prior experience with similar projects, staffing and project organization, and work plan, as well as cost and price.

On June 2, 2025, Request for Proposals (RFP) 5-4104 was issued electronically on CAMM NET. The Project was advertised in a newspaper of general circulation on June 2 and June 9, 2025. A pre-proposal conference was held on June 10, 2025, with five attendees representing three firms. Two addenda were issued to make available the pre-proposal conference registration sheet and presentation, as well as provide responses to written questions related to the RFP.

On July 1, 2025, four proposals were received. An evaluation committee consisting of OCTA staff from the Contracts Administration and Materials Management, Public Outreach, Public Information Office, and Capital Project Delivery departments, as well as an external evaluator from Caltrans met to review all the proposals received.

The proposals were evaluated based on the following evaluation criteria and weightings:

- 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 was weighted at 20 percent as the firms had to demonstrate public outreach experience on complex transportation projects during construction phases. Staffing and project organization was weighted at 25 percent as the firms had to demonstrate an experienced, well-rounded team consisting of senior and junior level staff having adequate availability, as well as relevant experience performing outreach services on large construction projects. Work plan was weighted at 30 percent as the plan had to consider the unique needs of a corridor composed of residential, commercial, and industrial businesses. Additionally, the proposed work plan had to demonstrate an understanding of the Project scope and challenges, as well as the level of effort required. Cost and price was weighted at 25 percent to ensure that OCTA receives value for the services provided.

The evaluation committee utilized a best-value selection process for this RFP. The best-value determination is based on a 100-point scale with 75 points based on the evaluation of the technical proposal and the remaining 25 points based on the evaluation of the price proposal. The RFP required proposing firms to submit a separate price proposal in a sealed package. In order to focus on the technical aspects of the proposals, the evaluation committee first evaluated the written proposals on technical merit based on the weighted criteria for qualifications of the firm, staffing and project organization, and work plan. After the interviews and the technical scores of the short-listed firms were finalized, the sealed price proposals of only the short-listed firms were opened and shared with the evaluation committee. The cost and price score was then factored into the overall proposal score for a maximum of 100 points.

On July 15, 2025, the evaluation committee reviewed the four proposals received based on the evaluation criteria and short-listed the two most qualified firms listed below in alphabetical order:

Firm and Location

Costin Public Outreach Group, Inc. (CPOG)
Headquarters: Huntington Beach, California
Project Office: Huntington Beach, California

Kleinfelder Construction Services, Inc. (Kleinfelder)
Headquarters: San Diego, California
Project Office: Laguna Hills, California

On July 22, 2025, the evaluation committee conducted interviews with the two short-listed firms. The interviews consisted of a presentation by each firm to demonstrate the firms' understanding of OCTA's requirements. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Questions were related to addressing communication challenges, quality control process, availability, as well as specific clarification questions related to each firm's proposal.

Based on the evaluation of the written technical proposals and the information obtained from the interviews, as well as cost and price, the evaluation committee recommends Kleinfelder for consideration of the award. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Both firms demonstrated relevant experience providing public outreach for complex transportation projects during the pre-construction and construction phases, including managing crisis communication, implementation of temporary construction easements, coordinating temporary lodging, facilitating a claims process, and managing multilingual helplines.

Kleinfelder was founded in 1986 and has 92 employees. The firm is headquartered in the City of San Diego and has an office in the City of Laguna Hills. The firm demonstrated extensive public outreach experience working on projects such as OCTA's Interstate 405 (I-405) Improvement Project and Active Transportation Outreach and Engagement Support Project. Additionally, the firm has worked on the OC Great Park Build-Out Project, the ARTIC, as well as Orange County Public Works projects. Kleinfelder proposed one subcontractor for account coordinator support. The firm received positive feedback from its references.

CPOG was founded in 2013 and is based in the City of Huntington Beach. The firm has 16 employees and has provided public outreach services on various projects with the San Bernardino County Transportation Authority (SBCTA), such as the San Bernardino Express Lanes, State Route 60 Archibald Avenue Interchange, State Route 60 Central Avenue Interchange, and Mount Vernon Avenue Bridge. The firm is currently providing public outreach services to OCTA on the State Route 55 (SR-55) Improvement Project between I-405 and Interstate 5. The firm proposed one subcontractor to provide social media marketing services support. CPOG received positive comments from its references.

Staffing and Project Organization

Kleinfelder proposed a project team with extensive experience. The proposed project manager has 20 years of experience in community outreach and public relations and led outreach efforts on major projects such as the I-405 Improvement Project and the City of Irvine Public Engagement Services for the Great Park Build-Out. Additionally, the proposed project manager spearheaded development of the I-405 Improvement Project's ArcGIS Online Interactive Map. The firm proposed a lead community liaison with 12 years of experience, which includes writing and editing copy for media campaigns, construction alerts, social media, and public notifications, as well as serving as an on-air host for project messaging. The proposed lead community liaison's experience includes OCTA's I-405 Improvement Project and Active Transportation Outreach and Engagement Support Project, and the Elsinore Valley Municipal Water District's Sedco Hills and Avenues Septic to Sewer Conversion Project. The firm proposed a team that consists of several senior-level staff with comprehensive freeway construction experience. The firm indicated that it has a deep bench of staff that can be utilized as needed. Furthermore, the team is cross-trained to ensure continuity and flexibility in outreach efforts should unexpected circumstances arise requiring additional support. The project team provided detailed responses that reflected a well-coordinated and experienced staff, with clear evidence of strong internal communication and prior collaboration, particularly between key personnel. Their deep knowledge of local venues, targeted outreach strategies, and integration of bilingual staff demonstrate a thoughtful and proactive approach to the Project's unique communication needs.

CPOG proposed a project team with relevant experience. The proposed project manager has 18 years of public outreach experience, including developing outreach strategies for public transportation agencies for several transportation projects in Southern California such as OCTA's SR-55 Improvement Project and SBCTA's Interstate 10 Express Lanes Project. The individual proposed to serve

as the community liaison has 18 years of public outreach experience, including 16 years in municipal communications, with a strong background in stakeholder engagement, media relations, and community-focused infrastructure projects. Most of the project team are proposed with high availability and experience engaging key stakeholders on various transportation and freeway projects. CPOG acknowledged that they are currently supporting three freeway improvement projects for OCTA, all of which are ongoing. The firm noted they have a deep bench of communicators and the internal structure to support multiple concurrent contracts. Given that several team members, including proposed key personnel, are working across multiple projects, the evaluation committee was concerned that this could impact the firm's ability to fully support this Project. During the interview, the project team's presentation demonstrated an understanding and familiarity with the Project corridor and stakeholders, which included key elements of the Project and specific examples of engaging impacted audiences.

Work Plan

Kleinfelder presented a comprehensive work plan that thoroughly addressed all elements of the scope of work. The firm demonstrated a strong understanding of construction and emphasized the importance of providing timely, accurate information throughout the Project. Kleinfelder elaborated on leveraging social media technologies to educate the public, increase confidence in the Project, maintain consistent messaging and content, and remain responsive by embracing emerging communication trends. Kleinfelder emphasized inclusive outreach by engaging hard-to-reach communities and moving beyond basic translation services. The firm highlighted key stakeholders, such as the Disneyland Resort, ARTIC, and major venues like Angel Stadium and the Honda Center, and stressed ongoing communication with season pass holders affected by nearby events.

Their strategy incorporates transit advertising on buses traveling to and from ARTIC, geofencing to reach local venue visitors, and monthly tracking of engagement metrics to refine messaging. A unique partnership with Waze Mobile Ltd allows real-time updates on closures to appear across major navigation apps, while ArcGIS story maps help visually communicate Project progress. The firm presented potential Project challenges along with proposed solutions, including the coordination of multiple concurrent construction activities, maintaining consistent and timely responses, addressing last-minute schedule changes, and managing emergency communications. During the interview, Kleinfelder's project team reinforced their capabilities by offering real-world examples that demonstrated their experience, understanding of the Project, and readiness to deliver a successful outreach program.

CPOG presented a work plan that addressed all the elements of the scope of work. The firm provided clear and detailed plans for stakeholder ascertainment, constituent database development, and Project communications. The work plan also identified specific facts about the Project corridor, such as extensive/ongoing construction fatigue, maintaining school access, and mutual aid between jurisdictions. CPOG demonstrated familiarity with the Project corridor by preparing a tailored stakeholder list and outlining a broad outreach strategy that includes early engagement and virtual tools such as Zoom webinars. The proposal showed attention to branding, translation needs, and identified communication channels including social media, text messaging, Waze, and Apple Maps. However, the work plan lacked project-specific detail on how these tools would be implemented and did not clearly define metrics for evaluating outreach effectiveness. Crisis communication protocols were minimally addressed, and the roles of key team members, particularly in executing outreach and emergency updates, were vague. Engagement strategies for multicultural and active transportation groups were acknowledged but described in general terms without actionable detail or contingency planning. During the interview, the project team members provided relevant examples in their responses to the evaluation committee's questions to demonstrate their experience, understanding of the Project, and ability to implement a successful outreach program.

Cost and Price

Pricing scores were based on a formula that assigned the higher score to the firm with the lower weighted average hourly rate and scored the other proposal's weighted average hourly rate based on its relation to the lower weighted average hourly rate. Kleinfelder proposed the lower weighted average hourly rate. Therefore, Kleinfelder's proposed hourly rates are deemed fair and reasonable.

Procurement Summary

Based on the evaluation of written proposals, the firm’s qualifications, the information obtained from the interviews, as well as cost and price, the evaluation committee recommends the selection of Kleinfelder as the top-ranked firm to provide public outreach consulting services for the SR-57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue. Kleinfelder delivered a thorough and comprehensive proposal and a highly responsive interview addressing all the requirements of the RFP.

Fiscal Impact

The Project was approved in OCTA's Fiscal Year 2025-26 Budget, People and Community Engagement Division, Account No. 0017-7519-FG104-0IB, and is funded through local funds.

***Summary***

Staff is recommending the Board of Directors authorize the Chief Executive Officer to negotiate and execute Agreement No. C-5-4104 between the Orange County Transportation Authority and Kleinfelder Construction Services, Inc., in the amount of $499,911, for a three-year initial term with an option term of up to 24 months, to provide public outreach consultant services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue.

***Attachments***

A. Review of Proposals RFP 5-4104 Public Outreach Services for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue
B. Proposal Evaluation Criteria Matrix (Short-Listed Firms) RFP 5-4104 Public Outreach Services for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue
C. Contract History for the Past Two Years RFP 5-4104: Public Outreach Services for the State Route 57 Northbound Improvement Project Between Orangewood Avenue and Katella Avenue

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**ATTACHMENT A**

**Review of Proposals**

**RFP 5-4104 Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue**

Presented to Legislative and Communications Committee - September 18, 2025

**4 firms proposed, 2 firms were interviewed, 1 firm is being recommended**

| Overall Ranking | Proposal Score | Firm & Location | Sub-Contractors | Evaluation Committee Comments | Weighted Average Hourly Rate |
|---|---|---|---|---|---|
| 1 | 90 | **Kleinfelder Construction Services, Inc.**<br>Laguna Hills, California | McCormick-Busse, Inc.,<br>doing business as (dba) MBI Media | Higher-ranked firm.<br>Experience providing public outreach for complex construction projects.<br>Provided public outreach services for Interstate 405 (I-405) Improvement Project.<br>Proposed project team was comprised of several individuals who had been engaged in the I-405 public outreach program.<br>Proposed project manager has 20 years of experience and has been with the firm for ten years.<br>Proposed two community liaisons with relevant experience and knowledge of the project corridor.<br>Proposed lead community liaison has 12 years of experience.<br>Proposed project team is cross-trained and multi-disciplined.<br>Detailed approach for developing and implementing the public outreach program.<br>Demonstrated an understanding of the Project corridor and key stakeholders.<br>Demonstrated an understanding of the level of effort required for the Project.<br>Presented public outreach approach and provided detailed responses to questions.<br>Received positive responses from references.<br>Proposed lower hourly rates. | $145 |
| 2 | 84 | **Costin Public Outreach Group, Inc.**<br>Huntington Beach, California | Intertwined Inc. dba Become Intertwined | Experience providing public outreach for complex construction projects.<br>Currently providing public outreach services for State Route 55 Improvement Project.<br>Proposed project team has extensive, relevant experience.<br>Proposed project manager has 18 years of experience.<br>Proposed community liaison has 18 years of experience, including 16 years in municipal communications.<br>Detailed approach for developing and implementing a public outreach program.<br>Demonstrated an understanding of the Project corridor and key stakeholders.<br>Discussed specific activities related to the Project, such as right-of-way, temporary construction easements, and utility relocation.<br>Identified potential challenges and proposed solutions.<br>Presented public outreach approach and answered questions during the interview.<br>Received positive responses from references.<br>Proposed higher hourly rates. | $156 |

**Evaluation Panel:**

Internal:

- Contracts Administration and Materials Management (1)
- Public Outreach (2)
- Capital Programs (1)
- Public Information Office (1)

External:

- California Department of Transportation (1)

| Proposal Criteria | Weight Factors |
|---|---|
| Qualifications of the Firm | 20% |
| Staffing and Project Organization | 25% |
| Work Plan | 30% |
| Cost and Price | 25% |

**ATTACHMENT B**

## PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed Firms)
## RFP 5-4104 Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue

| Kleinfelder Construction Services, Inc. | | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | 6 | | |
| Qualifications of Firm | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4.5 | 4 | 18.0 |
| Staffing/Project Organization | 4.5 | 4.0 | 4.0 | 4.5 | 4.0 | 4.0 | 5 | 20.8 |
| Work Plan | 4.5 | 4.5 | 4.5 | 4.5 | 4.0 | 4.5 | 6 | 26.5 |
| Cost and Price | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5 | 25.0 |
| | | | | | | | | |
| Overall Score | 92.5 | 90.0 | 90.0 | 92.5 | 87.0 | 90.0 | | 90 |

| Costin Public Outreach Group, Inc. | | | | | | | Weights | Overall Score |
|---|---|---|---|---|---|---|---|---|
| Evaluator Number | 1 | 2 | 3 | 4 | 5 | 6 | | |
| Qualifications of Firm | 4.5 | 4.0 | 4.0 | 4.0 | 4.0 | 4.5 | 4 | 16.7 |
| Staffing/Project Organization | 4.5 | 4.0 | 4.0 | 4.0 | 4.0 | 4.0 | 5 | 20.4 |
| Work Plan | 4.0 | 4.0 | 4.0 | 4.0 | 3.5 | 3.5 | 6 | 23.0 |
| Cost and Price | 4.7 | 4.7 | 4.7 | 4.7 | 4.7 | 4.7 | 5 | 23.5 |
| | | | | | | | | |
| Overall Score | 88.0 | 83.5 | 83.5 | 83.5 | 80.5 | 82.5 | | 84 |

**Range of scores for non-short-listed firms was 47 to 49.**

# ATTACHMENT C

**CONTRACT HISTORY FOR THE PAST TWO YEARS**

**RFP 5-4104: Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue**

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| Costin Public Outreach Group, Inc. | C-0-2104 | Public Outreach for State Route 55 Improvement Project | June 2, 2021 | May 31, 2026 | | $ 1,684,990 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *AJ Design* | | | | | | |
| *Become Intertwined* | | | | | | |
| *Franklin Hill Group* | | | | | | |
| *Lazar Translating & Interpreting* | | | | | | |
| *The Sierra Group* | | | | | | |
| Costin Public Outreach Group, Inc. | C-2-2796 | Public Outreach for State Route 91 Improvement Project | May 1, 2023 | April 30, 2029 | | $ 1,842,755 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *AJ Design* | | | | | | |
| *Become Intertwined* | | | | | | |
| *Hill International, Inc.* | | | | | | |
| *Lazar Translating & Interpreting* | | | | | | |
| *The Sierra Group* | | | | | | |
| Costin Public Outreach Group, Inc. | C-2-3025 | Public Outreach for the Interstate-605/Katella Avenue Interchange Project | September 18, 2023 | July 31, 2026 | | $ 399,887 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *AJ Design* | | | | | | |
| *Become Intertwined* | | | | | | |
| *Lazar Translating & Interpreting* | | | | | | |
| *The Sierra Group* | | | | | | |
| Costin Public Outreach Group, Inc. | C-4-2203 | Marketing Outreach Support Services | October 31, 2024 | October 31, 2026 | | $ 120,000 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |
| | | | | **Total** | | **$ 4,047,632** |
| Kleinfelder Construction Services, Inc. | C-1-3369 | Health Safety and Environmental Compliance Support Services | December 22, 2021 | June 30, 2024 | | $ 126,000 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *Aerovironment Environment Services, Inc.* | | | | | | |
| *Aurora Industrial Hygiene* | | | | | | |
| *Esci Enviroservices* | | | | | | |
| *Global Asr Consulting, Inc.* | | | | | | |
| Kleinfelder Construction Services, Inc. | C-3-3020 | Active Transportation Outreach and Engagement Support | May 28, 2024 | December 31, 2025 | | $ 399,058 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |

**ATTACHMENT C**

**CONTRACT HISTORY FOR THE PAST TWO YEARS**

**RFP 5-4104: Public Outreach Services for the State Route 57 Northbound Improvement Project between Orangewood Avenue and Katella Avenue**

| Prime and Subconsultants | Contract No. | Description | Contract Start Date | Contract End Date | Subconsultant Amount | Total Contract Amount |
|---|---|---|---|---|---|---|
| Kleinfelder Construction Services, Inc. | C-4-2488 | Public Outreach for the Interstate 5 Improvement Project from Interstate 405 to State Route 55 | May 22, 2025 | March 31, 2031 | | $ 1,199,260 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *AJ Design* | | | | | | |
| *Fountainhead Consulting Corporation* | | | | | | |
| *Hout Construction Services, Inc.* | | | | | | |
| *McCormick-Busse, Inc.,doing business as (dba) MBI Media* | | | | | | |
| *Southwest Strategies* | | | | | | |
| *Syrusa Engineering, Inc.* | | | | | | |
| Kleinfelder Construction Services, Inc. | C-5-4075 | Geotechnical Engineering Design Review | June 16, 2025 | December 31, 2026 | | $ 39,251 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *None* | | | | | | |
| Kleinfelder Construction Services, Inc. | C-9-1571 | Public Outreach for Interstate 405 Improvement Project | June 30, 2020 | June 30, 2025 | | $ 4,126,544 |
| Contract Type: Time-and-Expense | | | | | | |
| *Subconsultants:* | | | | | | |
| *AJ Design* | | | | | | |
| *Arrowgtp* | | | | | | |
| *Hill International, Inc.* | | | | | | |
| *Kennedy Communications* | | | | | | |
| *Lazar Translating & Interpreting* | | | | | | |
| *MBI Media* | | | | | | |
| *RDS Printing & Graphics* | | | | | | |
| | | | | **Total** | | **$ 5,890,113** |

COMMITTEE TRANSMITTAL

**September 22, 2025**

**To:** Members of the Board of Directors

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

**Subject:** 241/91 Express Connector Project Approval

Finance and Administration Committee Meeting of September 10, 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. Authorize the Chief Executive Officer to finalize and execute a master agreement with the California Department of Transportation, Foothill/Eastern Transportation Corridor Agency, and Riverside County Transportation Commission for the development and operation of the 241/91 Express Connector Project.

B. Authorize the Chief Executive Officer to finalize and execute an operating agreement with the Foothill/Eastern Transportation Corridor Agency and Riverside County Transportation Commission for the operation of the 241/91 Express Connector Project.

C. Authorize the Chief Executive Officer to finalize and execute amendments to the Lease Agreement Regarding State Route 91 Median Improvements, Amended and Restated Development Franchise Agreement, and any other related 91 Express Lanes agreements necessary for the development and operation of the 241/91 Express Connector Project.

D. Approve the required AB 194 (Chapter 687, Statutes of 2015) consent letter for the 241/91 Express Connector Project.

OCTA

***September 10, 2025***

***To:*** Finance and Administration Committee

***From:*** Darrell E. Johnson, Chief Executive Officer

***Subject:*** 241/91 Express Connector Project Approval

## *Overview*

In October 2019, the Orange County Transportation Authority Board of Directors approved a term sheet that provides the foundation for advancing the tolled 241/91 Express Connector Project. Since 2019, staff from the California Department of Transportation, Foothill/Eastern Transportation Corridor Agency, Orange County Transportation Authority, and Riverside County Transportation Commission have been meeting regularly to advance the project to construction. After several years of discussion, the agencies have negotiated a master agreement and operating agreement that are consistent with the term sheet. These agreements are presented for Board of Directors' approval.

## *Recommendations*

A. Authorize the Chief Executive Officer to finalize and execute a master agreement with the California Department of Transportation, Foothill/Eastern Transportation Corridor Agency, and Riverside County Transportation Commission for the development and operation of the 241/91 Express Connector Project.

B. Authorize the Chief Executive Officer to finalize and execute an operating agreement with the Foothill/Eastern Transportation Corridor Agency and Riverside County Transportation Commission for the operation of the 241/91 Express Connector Project.

C. Authorize the Chief Executive Officer to finalize and execute amendments to the Lease Agreement Regarding State Route 91 Median Improvements, Amended and Restated Development Franchise Agreement, and any other related 91 Express Lanes agreements necessary for the development and operation of the 241/91 Express Connector Project.

D. Approve the required AB 194 (Chapter 687, Statutes of 2015) consent letter for the 241/91 Express Connector Project.

### *Background*

The Foothill/Eastern Transportation Corridor Agency (F/ETCA) has been working with California Department of Transportation (Caltrans), Orange County Transportation Authority (OCTA), and the Riverside County Transportation Commission (RCTC) (collectively referred to as the Agencies) on a project that will construct a new tolled connector between the State Route 241 Toll Road (SR-241) and the 91 Express Lanes (Project). The Project would connect directly with the 91 Express Lanes (91 EL), approximately two miles west of the Orange County/Riverside County Line. Currently, motorists traveling between Orange and Riverside counties, and beyond, can experience significant delays transitioning from SR-241 to State Route 91 (SR-91). This Project is intended to help lessen that delay by providing a tolled connection that improves traffic operations at this junction. The Project is included in the OCTA 2022 Long-Range Transportation Plan, the Southern California Association of Governments' Regional Transportation Plan/Sustainable Communities Strategy, and the SR-91 Implementation Plan.

Since 2017, the Agencies have worked together to review the traffic analysis, engineering plans, and ensure coordination with other planned SR-91 projects. These reviews led to discussions and negotiations among the chief executive officers/executive directors of Caltrans Districts 8 and 12, F/ETCA, OCTA, and RCTC regarding the Project. In late 2019, the negotiations reached a consensus in the form of a 241/91 Express Connector Term Sheet.

The term sheet was approved by the respective Boards of Directors (Board) from F/ETCA OCTA, and RCTC in October and November of 2019. As a partner in this arrangement, Caltrans District 12 also provided a letter of support for the term sheet. After approval, the Agencies were tasked to develop detailed agreements related to roles and responsibilities, funding, construction, operations, maintenance, and use of toll revenues.

### *Discussion*

Throughout the project development, OCTA staff has been working in close partnership with Caltrans, F/ETCA, and RCTC to implement the Project, with a keen focus on maximizing system performance, meeting performance metrics, and providing operational benefits to the traveling public, while not negatively impacting the 91 EL or SR-91 general purpose lanes. Interagency agreements have been developed to document the roles and responsibilities of each of the

Agencies. The following sections provide a summary of the key terms of these agreements.

Master Agreement (Attachment A)

The master agreement is a four-party agreement among Caltrans, F/ETCA, OCTA, and RCTC to set forth various responsibilities of the parties related to the development, construction, and operation of the Project. Key commitments included in this agreement for each party are described below.

Caltrans

The master agreement provides that Caltrans will:

- Provide oversight and approve the final design.
- Advise, award, and administer the construction phase of the Project.
- Honor the existing OCTA franchise and lease agreements and RCTC Toll Facility Agreement with the 91 EL.
- Enter into a maintenance agreement with F/ETCA for the maintenance of all Project improvements.

F/ETCA

The master agreement provides that F/ETCA will:

- Serve as the operator of the Project.
- Provide 100 percent funding for the Project.
- Commit to performance metrics, progressive demand management strategies, and key east end considerations at the Interstate 15 (I-15) with final approval by OCTA and RCTC.
- Responsible for the maintenance of the Project roadway infrastructure and toll systems and performance of roadway infrastructure maintenance work by Caltrans, which will be reimbursed from Project toll revenues.
- Apply for AB 194 toll authority approval from the California Transportation Commission (CTC).
- Coordinate among the partner Agencies for Project construction and scheduled maintenance closures with the 91 EL.
- Use and reimburse (from Project toll revenues) the 91 EL Traffic Operations Center jointly operated by OCTA and RCTC for monitoring and incident management of the Project.
- Use California Highway Patrol (CHP) for enforcement.
- Use excess revenue to fund programs and projects in the corridors as described in the Expenditure Plan adopted annually by F/ETCA.
- Reimburse OCTA and RCTC for consultant costs related to project development and delivery.
- Establish a high-occupancy vehicle (HOV) discount program for the Project.

OCTA and RCTC

The master agreement provides that OCTA and RCTC will:

- Support F/ETCA's AB 194 application to the CTC to develop, construct, and operate the 241/91 EC.
- Amend and/or grant any necessary rights and/or permits to F/ETCA for the purpose of building, operating, and maintaining the 241/91 EC.
- Enter into an agreement with F/ETCA to perform traffic/incident monitoring via closed circuit television in the traffic operations center, dispatching CHP in response to incidents, and coordinating closures for the Project as required for incident management.
- Provide input into the setting of parameters and monitoring performance of the dynamic pricing algorithm and progressive demand management systems in accordance with the governance process included in the operating agreement.
- Coordinate closure periods with F/ETCA to minimize lost toll revenues due to any closures of the Project during and due solely to 91 EL activities.
- Coordinate with F/ETCA to minimize impacts to the traveling public, which includes minimizing the closure period, and agreeing to good faith discussions for mitigating impacts of delays to reopening.

Other

The master agreement includes these other key provisions:

- The term of the agreement is defined as ending on whichever is later: the sunset dates for the existing 91 EL, F/ETCA Toll Facility Agreement, or any subsequent amendments in the future.
- Should F/ETCA dissolve prior to the end of the term of the agreement, OCTA shall be the successor operator and will continue debt repayment to F/ETCA member cities after the funding of operations, maintenance, and other reserves.
- F/ETCA will establish an Excess Operating Expenditure Reserve to be used by the successor operator that will contain funds equal to the estimated operating expenses for the time period between the dissolution of F/ETCA and the end of the operating term.
- Defines dispute resolution processes, including processes for injunctions and termination clauses.

Operating Agreement (Attachment B)

The operating agreement is a three-party agreement between F/ETCA, OCTA, and RCTC that establishes the obligations of the parties with respect to the operation and maintenance of the Project toll systems. Key provisions included in this agreement are listed below.

- Key traffic operations metrics including:
  - Maintaining 60 miles per hour or more in the 91 EL critical zone (critical zone is defined as the touchdown point of the Project to the county line in the eastbound direction and from the county line to the Project's divergent point from the 91 EL in the westbound direction).
  - Volumes not exceeding 1,500 vehicles per hour in each direction on the Express Connector.
  - Volumes not exceeding 200 vehicles egressing the eastbound 91 EL at the Orange/Riverside County Line.
  - Queue length not exceeding 100 vehicles from the toll connector meter.
- A major consideration for the 91 EL at the east end includes:
  - Maximum of 370 vehicles per hour on the eastbound 91 EL during super peak periods.
  - Governance process that allows for piloting/testing of criteria modifications for enhanced corridor operations and requirement for mutual consent for permanent modifications to criteria.
- Description of the operational elements, including the toll collection system and monitoring equipment of the Project.
- Roles and responsibilities of the partner Agencies as they relate to operations, monitoring, governance, and change management.
- Key performance metrics and operating rules that the Project must operate within.
- Implementation of a progressive demand management form of traffic demand management.
- Toll policy exhibit, which includes toll setting, discounts, and enforcement policies.
- Details on the enforcement approach that includes CHP and available automated technologies.
- Incident management during operations, including emergencies.
- Traffic operations monitoring and governance processes.
- Maintenance of the Project toll collection system and supporting equipment.
- F/ETCA will pay closure fees to OCTA and RCTC for closures of the 91 EL related to the Project construction, maintenance, and operation.
- F/ETCA reimbursement of any additional costs for the 91 EL related to operations.
- Customer messaging development processes.

Other Agreements

OCTA operates the 91 EL under an Amended and Restated Development Franchise Agreement and a Lease Agreement regarding SR-91 median improvements with Caltrans. These agreements will need to be amended to account for the addition of the Project. In addition, other agreements, such as OCTA's freeway service patrol and OCTA's and RCTC's operator agreement, will need to be amended to account for the additional services needed for the use of the traffic operations center and tow truck services for the Project.

Next Steps

Each of these agreements represents the roles and responsibilities each agency has agreed to assume for the Project development, construction, and operation. The Agencies have substantially agreed to the terms within each draft agreement. Remaining revisions are expected to be minor formatting and language refinement. Staff does not anticipate any material changes. The F/ETCA Board approved the agreements on August 14, 2025, and RCTC is taking their item to their Commission for approval on September 10, 2025.

The Project is currently in final design and is estimated to cost $524 million (2024 estimate). The costs will be funded by F/ETCA and will be reimbursed with Project revenues. The Project is expected to go out for construction in late 2025 and open to traffic by early 2029.

A CTC AB 194 application was submitted by the F/ETCA in late August 2025 for tolling authority. As part of the process, the consent of a transportation planning agency or a county transportation commission for the jurisdiction where the transportation project will be developed must be submitted. A draft letter of support from OCTA is included as Attachment C.

***Summary***

Agreements for the 241/91 Express Connector Project are provided for Board of Directors' review and approval. Each of the agreements represent the roles and responsibilities each agency has agreed to assume for the delivery and operation of the 241/91 Express Connectors Project. Any material changes or substantive revisions to the draft agreements would be provided to the Board of Directors for consideration.

***Attachments***

A. Draft Final Master Agreement for the Development and Operation of the 241/91 Express Connector (Master Agreement)
B. Draft Final Operating Agreement for the Operation of the 241/91 Express Connector (Operating Agreement)
C. Draft Support Letter from Doug Chaffee, Chair, Orange County Transportation Authority, to Darnell Grisby, Chair, California Transportation Commission, re: Support for the 241/91 Express Connector – AB 194 (Chapter 687, Statutes of 2015) Application

**Prepared by:**



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Express Lanes Programs
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**ATTACHMENT A**

*08.08.25 (Draft)*

F/ETCA AGREEMENT NO. __

OCTA AGREEMENT NO. __

RCTC AGREEMENT NO. __

CALTRANS AGREEMENT NO. __

BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,

ORANGE COUNTY TRANSPORTATION AUTHORITY,

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,

AND

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

FOR

THE DEVELOPMENT AND OPERATION OF THE

241/91 EXPRESS CONNECTOR

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F/ETCA AGREEMENT NO. __

OCTA AGREEMENT NO. __

RCTC AGREEMENT NO. __

CALTRANS AGREEMENT NO. __

BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,

ORANGE COUNTY TRANSPORTATION AUTHORITY,

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,

AND

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

This Agreement is effective this ___ day of _____, 2025 (the "Effective Date") by and among the Foothill/Eastern Transportation Corridor Agency, a California joint powers authority comprised of Member Agencies (hereinafter referred to as "F/ETCA"); the Orange County Transportation Authority, a public entity of the State of California (hereinafter referred to as "OCTA"); the Riverside County Transportation Commission, a public entity of the State of California (hereinafter referred to as "RCTC"); and the State of California Department of Transportation (hereinafter referred to as "Caltrans"). F/ETCA, OCTA, RCTC, and Caltrans may individually be referred to herein as a "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, F/ETCA constructed and, pursuant to cooperative agreements with Caltrans, operates a tolled highway facility on SR-241 between Oso Parkway and SR-91 in Orange County; and

**WHEREAS**, F/ETCA and Caltrans entered into that certain Cooperative Agreement (12-643), dated May 22, 2014, and entered into that certain Cooperative Agreement (12-708), dated February 17, 2017, whereby, in both agreements, F/ETCA and Caltrans detailed the responsibilities associated with Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimate (PS&E), Right of Way (R/W) capital, R/W support, construction capital and construction support project components, and other costs related to the Project (as defined below); and

**WHEREAS**, in 2002, OCTA, California Private Transportation Company ("CPTC"), and Caltrans entered into that certain Estoppel Certificate and Assignment and Assumption Agreement, dated December 30, 2002, whereby CPTC assigned to OCTA, and OCTA assumed, CPTC's interest in that certain Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of June 30, 1993, as amended by that certain

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Amendment 1 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated July 16, 1993, as further amended by that certain Amendment No. 2 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated as of December 30, 2002 and as further amended by Amendment No. 3 to Amended and Restated Development Franchise Agreement (State Route 91 Median Improvements), dated December 12, 2011 (collectively, the "OCTA Franchise Agreement") to operate and maintain a toll collection facility on SR-91 between SR-55 and the Orange County/Riverside County line ("OCTA 91 Express Lanes") and has been operating and maintaining that facility since that time; and

**WHEREAS**, the OCTA Franchise Agreement also assigned to OCTA the Lease Agreement regarding SR-91 Median Improvements, dates as of June 30, 1993, between Caltrans and CPTC for the lease of certain Real Property associated with the tolled transportation facilities within a portion of SR-91 within Orange County (the "OCTA Lease Agreement"); and

**WHEREAS**, RCTC constructed and, pursuant to that certain Toll Facility Agreement, dated May 14, 2012, with Caltrans, as amended by that certain Amendment No. 1 to Toll Facility Agreement, dated May 1, 2018 and Amendment No. 2 to Toll Facility Agreement, dated October 27, 2023 (collectively, the "RCTC Toll Facility Agreement") and assignment of the OCTA Franchise Agreement in Riverside County, as of 2017 operates and maintains a toll collection facility on SR-91 between Interstate 15 (I-15) and the Orange County/Riverside County Line, and express lane connectors between SR-91 and the express lanes facility on I-15 ("RCTC 91 Express Lanes"); and

**WHEREAS**, the OCTA 91 Express Lanes and RCTC 91 Express Lanes are referred to, collectively, in this Agreement as the 91 Express Lanes; and

**WHEREAS**, OCTA and RCTC have entered into various agreements for joint implementation, operation, and maintenance of the 91 Express Lanes; and

**WHEREAS**, the Parties desire to develop, construct, and operate a direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements to improve throughput between Riverside and Orange Counties, relieve traffic congestion, enhance connectivity between the two tolled systems, improve air quality along the corridor, and promote safety for the traveling public in a manner that does not negatively impact or compromise the operations of SR-241, the 91 Express Lanes, or adjacent general-purpose lanes; and

**WHEREAS**, on March 3, 2011, F/ETCA and OCTA entered into a cooperative agreement to define the roles and responsibilities for completing a Project Study Report/Project Report for the 241/91 EC; and

**WHEREAS**, on May 23, 2011, F/ETCA, OCTA, and RCTC entered into a memorandum of understanding to address coordination and implementation of the 241/91 EC; and

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**WHEREAS**, Caltrans, in coordination with F/ETCA, has conducted the environmental review for the 241/91 EC, as required by the California Environmental Quality Act (California Public Resources Code §21000 et seq.) and the National Environmental Policy Act (42 United States Code §4331 et seq.); and

**WHEREAS**, through their governing boards, F/ETCA, OCTA, and RCTC formally approved the SR-241/91 EC Term Sheet, dated September 12, 2019, as further modified, amended, supplemented, and restated through the date hereof ("Term Sheet"). Caltrans sent its formal agreement and letter of support for the Term Sheet on September 26, 2019. The Term Sheet set forth the basic priorities and framework for developing, implementing, and operating the Project, which have been incorporated into this Agreement and the Operating Agreement (as defined below); and

**WHEREAS**, coordination among the Parties prior to and during planning, development, construction, and operation of the 241/91 EC is crucial to enable the integration of the toll collection and traffic management systems; mitigate potential impacts that construction and operations may have on the SR-241, 91 Express Lanes, and SR-91; and to ultimately provide for the seamless operation of the 241/91 EC into the SR-241 and the 91 Express Lanes in both Riverside and Orange Counties; and

**WHEREAS**, it is the intent of the Parties in entering into this Agreement to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the Parties, as further set forth herein.

**WHEREAS**, F/ETCA authorized this Agreement on _____.

**WHEREAS**, OCTA authorized this Agreement on _____.

**WHEREAS**, RCTC authorized this Agreement on _____.

**WHEREAS**, Caltrans authorized this Agreement on _____.

**NOW, THEREFORE**, it is mutually understood and agreed by the Parties as follows:

## AGREEMENT

### ARTICLE I. DEFINITIONS

The following terms as used in this Agreement are capitalized and shall have the meaning as provided herein:

"**91 Express Lanes**" means the toll collection facility located on SR-91 extending between SR-55 to the west and I-15 to the east, the express connectors from the 91 Express Lanes to the 15 Express Lanes, and all appurtenances necessary for the operation of this toll collection facility. The 91 Express Lanes consist of the OCTA 91 Express Lanes and the RCTC 91 Express Lanes,

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collectively. "91 Express Lanes" may also refer to OCTA and RCTC acting collectively as the 91 Express Lanes.

"**AAA**" means Advertise, award and administer.

"**Alternative Dispute Resolution**" has the meaning set forth in Section 23.01(c).

"**Betterments**" shall mean and refer to any OCTA, RCTC, or Caltrans requested improvements to the Project beyond the required scope to implement the 241/91 EC that F/ETCA may agree to complete in conjunction with the Project, at the requesting agency's sole cost and expense including (i) the costs incurred to incorporate acceptable requested improvements into the scope of work of the Project; (ii) additional design, construction, and oversight costs arising from or associated with the requested improvements, including changes thereto; (iii) the costs associated with preparing and obtaining approval of an environmental revalidation and/or necessary permits associated with the requested improvements; (iv) additional operations and maintenance costs arising from or associated with the requested improvements, including changes thereto; and (v) costs associated with any impact on the design and construction schedule associated with the requested improvements. These costs and expenses shall be agreed to by affected parties prior to incorporating the betterment into the Project and shall not be considered Project Contributions. Safety updates required by Caltrans are not considered Betterments and shall be implemented as a Project Cost.

"**Build Alternative**" means the proposed build alternative for the Project as described in the Supplemental Final Environmental Impact Report/Environmental Impact Statement and any changes that result from any environmental revalidations.

"**Caltrans**" means the State of California Department of Transportation.

"**CHP**" means the California Highway Patrol.

"**CIP**" means the Capital Improvement Plan.

"**Claims**" has the meaning set forth in ARTICLE XIX.

"**Closure**" means any restriction of use of the 241/91 EC, or 91 Express Lanes resulting from the construction, operation and/or maintenance of the 241/91 EC.

"**Corridors**" means the routes on which Excess Revenue may be expended in accordance with SHC §149.7. Such expenditures are limited to projects and programs on or in proximity to SR-91, SR-261, and SR-241 north of SR-133, and subject to change.

"**CPTC**" has the meaning set forth in the Recitals.

"**Critical Zones**" means the portion of the 91 Express Lanes where traffic from both the 91 Express Lanes and the 241/91 EC share the same roadway, and is the focus of density measurement for the purpose of managing Dynamic Pricing and Progressive Demand Management

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strategy. In the eastbound direction, this zone extends from the touchdown point of the 241/91 EC to the Orange County and Riverside County county line exit. In the westbound direction, it spans from the county line entrance to the location where the connector diverges from the mainline roadway.

"**Cure Activities**" has the meaning set forth in Section 23.03(a).

"**Cure Schedule**" has the meaning set forth in Section 23.03(a).

"**Dispute**" has the meaning set forth in Section 23.01.

"**Dynamic Pricing**" means the setting of a toll price in real-time based on level of traffic congestion and other factors.

"**Dynamic Pricing Algorithm**" means a technological capability of the ETC System that calculates toll pricing in real-time within set parameters, based on real-time inputs/factors such as traffic demand, flow rates, speeds, density, with a goal to achieve a particular objective such as free-flow conditions.

"**Dynamic Pricing Input Values**" means the input factors to the Dynamic Pricing Algorithm.

"**District 12**" means the Caltrans district responsible for the geographic area of Orange County.

"**Eastbound McKinley 2.0**" means the Eastbound 91 Express Lane extension project relating to extending a second eastbound toll express lane from the exit to the express lane connectors (just east of the Main Street Undercrossing) to the beginning of the SR-91 HOV lane just east of Promenade Avenue Overcrossing.

"**EC**" means Express Connector.

"**EIR/EIS**" means the Environmental Impact Report/Environmental Impact Statement.

"**Emergency**" means, in the context of the Closure of the 241/91 EC, any situation that includes a circumstance that poses an immediate and serious threat to life, public safety, the environment, or any Closure deemed necessary by CHP or other first responder agencies that cannot be abated except by Closure of the Toll Facility.

"**ETC**" means the electronic toll collection.

"**ETC Data**" means all data generated by or accumulated in connection with the operation of the ETC System, including traffic volumes, and violation data.

"**ETC Equipment**" means automated vehicle identification systems, video, or other surveillance equipment and enforcement equipment (for Toll Connector Meter, occupancy

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detection, HOV-Only and Bus/Registered Vanpool enforcement), communications equipment and all other hardware necessary for ETC.

"**ETC Facilities**" means the signs, gantries, and utility connections related to the ETC System.

"**ETC System**" means the ETC Equipment and software, which monitors, controls, or executes the ETC Equipment.

"**Excess Revenue**" has the meaning set forth in Section 9.02(b)(iii).

"**F/ETCA**" means the Foothill/Eastern Transportation Corridor Agency.

"**F/ETCA Toll Facility Agreement**" has the meaning set forth in Section 7.01(a)(x).

"**Incident Management Plan**" means a plan for identifying and responding to incidents on SR-241, SR-91, or the 241/91 EC that have the potential to impact operation of the 241/91 EC and/or the 91 Express Lanes as a result of an incident on the 241/91 EC.

"**Indemnified Parties**" has the meaning set forth in ARTICLE XIX.

"**Indemnifying Party**" has the meaning set forth in ARTICLE XIX.

"**Maintenance Agreement**" means the Express Connector Maintenance Agreement between Caltrans and F/ETCA for roadway infrastructure.

"**Member Agencies**" means the member agencies listed in Exhibit xii. Any updates or changes to the Member Agencies, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit xii of this Agreement without formal amendment.

"**OCTA**" means the Orange County Transportation Authority.

"**OCTA 91 Express Lanes**" has the meaning set forth in the Recitals.

"**OCTA Franchise Agreement**" has the meaning set forth in the Recitals.

"**OCTA Lease Agreement**" has the meaning set forth in the Recitals.

"**Operating Agreement**" has the meaning set forth in Section 7.01(a)(xii). For the avoidance of doubt, any reference to the Operating Agreement shall only apply, as applicable, to the parties to the Operating Agreement, and not to Caltrans, which is not a party to the Operating Agreement as of the Effective Date.

"**Progressive Demand Management**" (or "**PDM**") means operational control strategies that will be applied to the 241/91 EC to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include Dynamic Pricing, Toll

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Connector Meter, HOV-only mode, and Bus/Registered Vanpool mode. In the west-to-south direction, the initial strategy will be Dynamic Pricing only. Additional PDM strategies in the west-to-south direction may require additional infrastructure components not included in the initial construction of the Project.

"**Project**" or "**241/91 EC**" has the meaning set forth in ARTICLE III.

"**Project Contributions**" means capital and support funding for Project development that shall be repaid according to ARTICLE IX.

"**Project Costs**" means all costs incurred by F/ETCA associated with Project development, including plans, specifications, and estimate (PS&E); planning documents; environmental studies, documents and approvals; preliminary and final civil and toll systems design; right-of-way (ROW) and utilities; OCTA and RCTC Project Development Costs; construction management, and construction and installation of the Project. For reference only, the current content and estimate of these costs as of the Effective Date is included as Exhibit ii of this Agreement. Any updates to the Project Costs, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit ii of this Agreement without formal amendment.

"**Project Development Costs**" means the costs incurred by OCTA and RCTC for consultant, contractor and legal support associated with Project development incurred after September 12, 2019, including environmental studies, traffic analysis, documents and approvals, preliminary and final design, construction management, and construction of the Project, 91 Express Lanes customer communication, and payment to RCTC for the Eastbound McKinley 2.0 project.

"**RCTC**" means the Riverside County Transportation Commission.

"**RCTC 91 Express Lanes**" has the meaning set forth in the Recitals.

"**RCTC Toll Facility Agreement**" has the meaning set forth in the Recitals.

"**Ready to List Certification**" means the "RTL Approved By" signature date on the Caltrans "Ready to List Certification Form."

"**Revenues**" means toll revenues received from the Project, violation revenues from the Project, and interest earnings on balances from Project bank accounts.

"**Roadway Ownership**" has the meaning set forth in ARTICLE V.

"**SHC §149.7**" means California Streets and Highways Code (SHC) Section 149.7 (Assembly Bill (AB) 194 (Frazier, 2015)).

"**Supplemental Final EIR/EIS**" means that certain Supplemental Final Environmental Impact Report/Environmental Impact Statement, prepared by Caltrans.

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"**Surplus Money Investment Fund Rate**" shall mean for each fiscal year a rate equal to the "Average Annual Yield" of the State of California Surplus Money Investment Fund for the preceding fiscal year as determined and reported by the State Treasurer; and, if no figure is available, "Interest Rate" shall mean, to the maximum extent permitted by law, the rate established pursuant to an interest rate index (or a percentage thereof) selected by the Chief Financial Officer of F/ETCA, with input from Caltrans, OCTA, and RCTC, as having generally produced a rate of interest reasonably comparable to the rate described above.

"**Term**" has the meaning set forth in ARTICLE XV.

"**Term Sheet**" has the meaning set forth in the Recitals.

"**Toll Connector Meter**" means a traffic control device controlled by the ETC System that regulates the flow of traffic from the 241/91 EC to the 91 Express Lanes in the north to east direction.

"**Toll Facility**" means the elements comprising the 241/91 EC required for tolled operation, as generally depicted in Exhibit iii. Any updates to the Toll Facility, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit iii of this Agreement without formal amendment.

"**Tolling Infrastructure**" means the ETC Equipment, ETC Facilities, Toll Connector Meter, and all appurtenances necessary for the operation of the 241/91 EC toll collection facility.

"**Tolling Infrastructure Ownership**" has the meaning set forth in ARTICLE V.

"**Traffic Management Center**" means the facility located at Irvine, California operated by Caltrans for the purpose of monitoring traffic and roadway facilities on the State Highway System in Orange County.

"**Traffic Operations Center**" means the facility located in Anaheim, California operated by OCTA and RCTC for the purposes of monitoring traffic and roadway facilities and services on the 91 Express Lanes.

"**Traffic Operations Metrics**" means a set of metrics agreed to by the Parties as a means to measure the performance of the 241/91 EC and 91 Express Lanes traffic conditions as set forth in Exhibit xi. Any updates to the Traffic Operations Metrics, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit xi of this Agreement without formal amendment. The Dynamic Pricing Algorithm, Progressive Demand Management systems and operating policies of the 241/91 EC will be adjusted to meet these Traffic Operations Metrics.

"**Transportation Management Plan**" or "**TMP**" means an approach for alleviating or minimizing work related traffic delays by the effective application of traditional traffic handling practices and an innovative combination of various strategies. Depending on the complexity of the work or magnitude of anticipated traffic impacts, a Traffic Management Plan may provide lane

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requirement charts, Standard Special Provisions (SSPs) for maintaining traffic, and for a major project, a separate comprehensive report.

## ARTICLE II. PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Project is to be developed, designed, constructed, and operated.

## ARTICLE III. PROJECT DESCRIPTION

The project shall include the planning, design, construction, operation, and maintenance of the direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements, consistent with the Build Alternative described in the Supplemental Final EIR/EIS and any changes that result from any environmental revalidations ("241/91 EC" or the "Project").

## ARTICLE IV. COMPONENTS OF AGREEMENT AND INTERPRETATION

**Section 4.01 Entire Agreement; Severability; Interpretation of Terms**. This Agreement and the Schedules and Exhibits hereto constitute the expression of the Parties' intent and understanding with respect to the terms discussed herein and supersede all prior representations, understandings, and communications relating to the terms discussed herein. 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. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as set forth in ARTICLE I, Definitions. Where this Agreement uses the term "including" it shall mean including but not limited to, unless otherwise specifically indicated.

**Section 4.02 Agreement Interpretation.**

(a) This Agreement and each of the attached documents are all an essential part of the Parties' agreement and should be interpreted in a manner that harmonizes their provisions. However, if an actual conflict exists, the following descending order of precedence shall apply:

(i) Agreement Amendments adopted in accordance with this Agreement;

(ii) The terms of this Agreement, excluding any exhibits;

(iii) All Exhibits attached hereto;

**Section 4.03** A Party's failure to insist in any one or more instances upon any other Party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future performance of such terms or conditions, and the defaulting Party's obligation in respect thereto shall continue in full force and effect. This Agreement may be amended or modified only by mutual written agreement of the Parties.

## ARTICLE V. PROJECT OWNERSHIP

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At all times during construction and operation of the 241/91 EC all real estate interests and other components of the Project, except Tolling Infrastructure and any on-site mitigation parcels associated with the Project, shall be the property of Caltrans ("Roadway Ownership"). The Tolling Infrastructure and off-site mitigation parcels for the Project shall be the property of F/ETCA or other Parties ("Tolling Infrastructure Ownership"). The legal description and associated schematics and other documentation identifying Roadway Ownership are included as Exhibit iv to this Agreement. Any updates to such description and schematics, if approved, in writing, by each agency's respective authorized designee, as described in ARTICLE XXX, shall be automatically incorporated into Exhibit iv of this Agreement without formal amendment. The description and associated diagram identifying Tolling Infrastructure Ownership is included as Exhibit iii to this Agreement.

## ARTICLE VI. RELATIONSHIP TO OTHER AGREEMENTS

Unless otherwise provided for in this Agreement, this Agreement is separate from and does not directly, or by implication, modify or replace any other cooperative agreement or memorandum of understanding among the Parties regarding the Project or any of the adjacent or connected facilities described herein. If there is a conflict between this Agreement and any prior understanding related to the Project, the terms of this Agreement shall prevail.

## ARTICLE VII. ROLES AND RESPONSIBILITIES OF THE PARTIES

**Section 7.01** The Parties to this Agreement shall generally have the following responsibilities:

(a) **F/ETCA**

(i) Seek approval from the California Transportation Commission (CTC) to develop and operate the 241/91 EC pursuant to SHC §149.7.

(ii) Pursue all environmental clearances and required permits for the Project.

(iii) Fund 100% of PS&E; ROW; and construction of the Project, including Tolling Infrastructure.

(iv) Complete final design of the 241/91 EC with oversight provided by Caltrans.

(v) Deliver the Project pursuant to AAA agreements and other appropriate and necessary agreements with Caltrans.

(vi) Duly reimburse Caltrans as per SHC Section 149.7(e)(2) for the project delivery, construction, oversight, maintenance and operation costs as agreed to in applicable agreements between F/ETCA and Caltrans.

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(vii) Enter into Construction and Maintenance agreements with Caltrans for the operation and maintenance of the 241/91 EC.

(viii) Provide OCTA and RCTC with a reasonable opportunity to review and concur with the final design of the Project.

(ix) Consider all timely and reasonable comments and requests from Caltrans, OCTA and RCTC regarding the final design of the Project.

(x) [Reserved.]

(xi) Enter into the Toll Facility Agreement between F/ETCA and Caltrans to set forth the terms of the tolling infrastructure operation, maintenance and transfer of the 241/91 EC consistent with the terms of this Agreement and the Operating Agreement (the "F/ETCA Toll Facility Agreement").

(xii) Enter into an agreement with OCTA and RCTC, concurrently with this Agreement, setting forth the commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC (the "Operating Agreement").

(xiii) Operate the 241/91 EC pursuant to the Operating Agreement and the F/ETCA Toll Facility Agreement.

(xiv) Contract with OCTA and RCTC to monitor traffic/incidents as described in Section 7.01(b)(iv).

(xv) Provide OCTA and RCTC with the access to the data collected and compiled by the 241/91 EC Dynamic Pricing and Progressive Demand Management systems.

(xvi) Provide Caltrans with the access to the traffic data collected and compiled by the 241/91 EC.

(xvii) Conduct regular traffic operations review meetings and make changes to the Dynamic Pricing Algorithm and Progressive Demand Management systems in accordance with the requirements set forth in the Operating Agreement and the F/ETCA Toll Facility Agreement.

(xviii) F/ETCA shall notify Caltrans of any changes in the strategy of the Progressive Demand Management systems for review and comment.

(xix) Develop maintenance and associated Closure plan for the 241/91 EC with the Parties.

(xx) Coordinate maintenance of the 241/91 EC and Tolling Infrastructure located on the 91 Express Lanes with the Parties.

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(xxi) Provide Caltrans the Toll System Integration plans for procurement for review and comment; and ultimate issuance of an encroachment permit for access to State Highway System for installation, connectivity, and operation, and annual permit for maintenance of the Toll System Integration Infrastructure.

(xxii) F/ETCA agrees to reimburse OCTA for the direct cost incurred by OCTA to maintain incremental roadway infrastructure within the OCTA 91 Express Lanes as part of the Project, pursuant to the agreed upon boundary of such incremental roadway infrastructure elements identified in Exhibit iv, marked in purple with a yellow hatch overlay. For the avoidance of doubt, such incremental roadway infrastructure elements shall include drainage, overhead and roadside static signs specific to the 241/91 EC, pavement, striping, channelizers, and similar related maintenance items to be added, but shall not include maintenance items that currently exist in the maintenance for the 91 Express Lanes, including the median concrete barrier, overhead and roadside static signs specific to the 91 Express Lanes, median turnaround, and related existing maintenance items as specifically identified in Exhibit viii.

(xxiii) F/ETCA shall ensure that the 91 Express Lanes and the SR-91 general purpose lanes are in good condition and repair during and after construction and maintenance activities. It is the intent of the Parties, and their respective contractors, that upon completion of such work, business activities on the 91 Express Lanes may promptly resume without hindrance, obstruction or delay, loss of revenue, and the 91 Express Lanes and general purpose lanes must be substantially in the same condition as prior to the performance of such work. If the performance of the work causes damage to the 91 Express Lanes, general purpose lanes, or any adjacent structures, facilities, underground utilities or equipment, then F/ETCA shall be responsible for coordinating the timely replacement and repair of such damage.

(xxiv) F/ETCA will fund a fair-share contribution to reasonable projects that alleviate measurable potential increases in cut-through traffic, resulting from the Project, of the Green River Road eastbound SR-91 off-ramp in the City of Corona. F/ETCA shall work with RCTC to determine the fair-share contribution amount of such projects by reviewing traffic studies, proposed improvements, and calculating the proportional contribution using an industry-standard formula for mobility improvement projects.

(b) OCTA and RCTC

(i) Support F/ETCA's application to the CTC pursuant to SHC §149.7 for approval to develop and operate the 241/91 EC, including reasonably seeking authorization from their respective boards of directors for demonstrated support for the Project to the CTC.

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(ii) Amend and/or grant any necessary rights and/or permits to F/ETCA for the purpose of building, operating, and maintaining the 241/91 EC subject to the conditions specified herein.

(iii) Enter into the Operating Agreement with F/ETCA, concurrently with this Agreement.

(iv) Enter into an agreement with F/ETCA to perform traffic/incident monitoring via closed circuit television (CCTV) in the Traffic Operations Center, dispatching of California Highway Patrol (CHP) in response to incidents, and coordinating Closure for the 241/91 EC as required for incident management.

(v) OCTA and RCTC shall focus their comments regarding the Project's final design on the interface of the 241/91 EC with the existing 91 Express Lanes, where features may impact the 91 Express Lanes, and the agreed-upon projects (i.e., the 15/91 EB/NB Express Lanes Connector (ELC), the SR-91 WB Corridor Operations Project (COP), and the SR-91/SR-71 EB/NB Connector).

(vi) Provide input into the setting of parameters and monitoring performance of the Dynamic Pricing Algorithm and Progressive Demand Management systems in accordance with the governance process included in the Operating Agreement.

(vii) Coordinate Closure periods with F/ETCA to minimize lost toll revenues due to any Closures of the 241/91 EC during and due solely to 91 Express Lanes activities. Coordinating with F/ETCA to minimize impacts to the traveling public includes minimizing the Closure period and good faith discussions for mitigating impacts of delays to reopening.

(viii) OCTA shall provide documentation demonstrating costs incurred for the incremental roadway infrastructure described in Section 7.01(a)(xxii), including costs incurred by Caltrans and OCTA's independent roadway services contractor, and OCTA shall together with Caltrans amend the 91 Express Lanes maintenance agreement between OCTA and Caltrans, if necessary, to include the 241/91 EC incremental roadway infrastructure.

(c) **Caltrans**

(i) Enter into the F/ETCA Toll Facility Agreement to provide for roadway infrastructure toll operation and maintenance consistent with the terms of this Agreement.

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(ii) Cooperate with F/ETCA to deliver the 241/91 EC Project Approval and Environmental Document and any environmental revalidations of the Project.

(iii) Cooperate with F/ETCA to obtain approval of the Project from the CTC pursuant to SHC §149.7 or through any other applicable statute, including demonstrated support for the Project to the CTC.

(iv) Provide oversight and approve the final design of the 241/91 EC.

(v) Consider all reasonable and timely comments regarding Project design from F/ETCA, OCTA, and RCTC.

(vi) Enter into the Maintenance Agreement with F/ETCA for the maintenance of all Project improvements except those related to the Tolling Infrastructure, including maintenance of the roadway and structures. The Maintenance Agreement will not address maintenance responsibilities that will be defined under a separate maintenance agreement between OCTA and Caltrans that incorporates the 241/91 EC incremental maintenance elements.

(vii) Subject to a separate construction agreement with F/ETCA, Caltrans shall advertise, award, and administer the construction phase of the Project.

(viii) For the duration of the construction phase (Project advertisement to final Project acceptance and close-out) Caltrans will provide support for F/ETCA staff to respond to questions related to the construction phase at meetings of F/ETCA's, OCTA's, and RCTC's governing Board and Committees, including the State Route 91 Advisory Committee, provided that the relevant agency provides reasonable notice to Caltrans of the meeting date, time, and location.

(ix) Prior to construction of the Project, lane closure charts will be provided to all Parties as part of the review of the Plans, Specifications and Estimates prepared by F/ETCA, and approved by all Parties twelve (12) weeks prior to the Ready to List date.

During construction of the Project, the contractor's staging, and scheduling of operations, including Closure, will be shared with RCTC, OCTA, and F/ETCA for review and comments, prior to Caltrans' approval of the contractor's construction schedule. Further, during construction of the Project, RCTC, OCTA, and F/ETCA are welcome and encouraged to attend the weekly construction meetings with the contractor (where Closure, among other issues, are discussed).

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Caltrans will honor the existing OCTA Franchise Agreement, OCTA Lease Agreement, and RCTC Toll Facility Agreement with the 91 Express Lanes operators. During construction of the Project, Caltrans shall deliver to OCTA and RCTC written notice of any agreed Closure of all or a portion of the 91 Express Lanes, including a Closure plan and Closure criteria, not less than ten (10) calendar days (or as otherwise agreed to by the parties) prior to the proposed commencement date of the agreed Closure. Caltrans will coordinate with OCTA and RCTC on consistency of the Closure with the Closure plan and criteria. Caltrans shall make its best efforts to conduct construction and maintenance activities in such a manner as to minimize any required Closure of the 91 Express Lanes. Notice of withdrawal or amendment shall be provided by Caltrans to OCTA and RCTC no less than seventy-two (72) hours prior to the proposed commencement date of the agreed Closure or as soon as this information is available.

During construction of the Project, Caltrans shall provide the 91 Traffic Operations Center with notification of Closure 48 hours in advance of the Closure and notification of cancelled Closure as soon as this information is available. Caltrans shall coordinate Closure with the 91 Traffic Operations Center as they are occurring and ensure notice is given to the Traffic Operations Center when the Closure is picked up. The 91 Traffic Operations Center will be responsible for posting Closure messages on 91 Express Lanes signs and for suspending tolling. The Closure window will not end until Caltrans has notified the 91 Traffic Operations Center and the 91 Traffic Operations Center has reopened the 91 Express Lanes. Where the Closure extends past the agreed Closure window, Caltrans will ensure the Traffic Operations Center will be notified when the Closure ends.

During construction of the Project, if any Emergency Closure of the 91 Express Lanes, 241/91 EC, and/or 241 toll road, including connectors, is required, Caltrans will notify RCTC, OCTA, and/or F/ETCA as soon as practicable for coordination and for notice to the public. Closures due to Emergencies shall be limited to the shortest reasonable time to address the Emergency situation and each party shall act with all due diligence to address such Emergency.

During construction, if a Closure of the 91 Express Lanes, 241/91 EC, and/or 241 toll road, including connectors, does not reopen on time, Caltrans will require a corrective action plan from the contractor to avoid recurrence pursuant to the requirements in the construction contract with the contractor. Caltrans will share that corrective action plan with the Parties for comment. Any comments will not be unreasonably delayed.

After construction contract acceptance by Caltrans, this section shall no longer apply.

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(x) Under separate agreements Caltrans will amend and/or grant any necessary rights and/or permits to F/ETCA for the purpose of building, operating, and maintaining the 241/91 EC subject to the conditions specified herein.

(xi) Parties agree that Caltrans shall not be liable to any other Party for any losses or reduction in revenue due to Closure of the 241/91 EC, 91 Express Lanes and/or 241 toll road for construction, operation, and maintenance of the 241/91 EC.

(xii) When invoicing OCTA for work performed on the 91 Express Lanes for the incremental roadway infrastructure described in Section 7.01(a)(xxii), Caltrans shall invoice such work separately from maintenance work performed for 91 Express Lanes or 241/91 EC, to differentiate the different workstreams, and Caltrans shall together with OCTA amend the 91 Express Lanes maintenance agreement between OCTA and Caltrans, if necessary, to include the 241/91 EC incremental roadway infrastructure.

## ARTICLE VIII. COOPERATION AMONG AGENCIES

**Section 8.01** Each Party hereto will cooperate with the other Parties and, among other actions and consistent with their role and appropriate exercise of discretion, will promptly consider, execute, and deliver such additional reviews, approvals, agreements, assignments, endorsements, and other documents as the other Parties hereto may reasonably request to carry out the full intents and purposes of this Agreement.

**Section 8.02** In addition to the above, the Parties agree to cooperate on the following Project activities:

(a) The Parties will work collaboratively to support F/ETCA's application for supplemental tolling authority to develop and operate the 241/91 EC pursuant to SHC §149.7. If Parties agree to support development and operation of the Project without supplemental tolling authority, Parties will meet and agree to a path forward for use of F/ETCA's existing authority pursuant to GC §66484.3 and incorporation of all elements of SHC §149.7 allowable under F/ETCA's existing authority, as of the Effective Date.

(b) All Parties agree to work together to resolve geometric and operations issues between the SR-91 Corridor Operations Project (COP) which was opened to traffic in early 2022, 241/91 EC, and a future eastbound 6th General Purpose Lane Addition (SR-241 to SR-71) (SR-91 EB Corridor Operations Project, "91 ECOP") with the mutual goal of minimizing cost, scope, schedule, and construction impacts to the three projects.

(c) If OCTA, RCTC or Caltrans desire any Betterments to be completed as part of the Project, that Party desiring the Betterments may make a request, in writing, and provide F/ETCA (with a copy to the other agencies) with a detailed description of the Betterments, including sufficient information and detail as would be required for inclusion in the Project. F/ETCA will consider the need for the Betterment on a case-by-case basis. If the Betterments are acceptable to

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F/ETCA, in its sole discretion, F/ETCA may agree to include them in the scope of work for the Project, provided that all agencies shall be given an opportunity to review and provide written approval of proposed Betterments. No Betterment that would delay the completion date or otherwise result in an unreasonable deviation from the Project schedule shall be considered. Details of accepted Betterments, including Betterments accepted during construction, if approved by all agencies in writing, shall be automatically incorporated into Exhibit vi of this Agreement without formal amendment. The requesting Party shall pay for the entirety of their requested Betterment to TCA within an agreed upon timeline, that is no later than opening of the Project and following receipt of an invoice for such Betterment from F/ETCA.

(d) Traffic utilizing the 241/91 EC eastbound will be allowed to exit the 91 Express Lanes at a location at or near the Orange County/Riverside County line. F/ETCA will post and collect the toll for the 241/91 EC and RCTC will post and collect the toll for the 91 Express Lanes.

(e) F/ETCA, OCTA, and RCTC shall develop the 241/91 EC Dynamic Pricing Algorithm and Progressive Demand Management system parameters to achieve the Traffic Operations Metrics and will memorialize the process for adoption and modification in the Operating Agreement.

(f) F/ETCA, OCTA, and RCTC shall work together to achieve the agreed-upon Traffic Operations Metrics by making necessary changes to the 241/91 EC Dynamic Pricing Algorithm and 241/91 EC Progressive Demand Management system.

(g) F/ETCA, OCTA, and RCTC shall provide input on the design of signage, traffic measurement/monitoring locations, and considerations for the ETC System and ETC Data. Caltrans will have final approval of such signage. The Dynamic Pricing Algorithm, Progressive Demand Management system, Dynamic Pricing Input Values, and reports will be developed jointly and calibrated by F/ETCA, OCTA, and RCTC based on parameters described in the Operating Agreement. F/ETCA, OCTA and/or RCTC may request changes to the Dynamic Pricing Algorithm and Progressive Demand Management systems. F/ETCA, OCTA, and RCTC shall act reasonably in reviewing requests for changes and respond to the requesting party in a timely manner. OCTA and RCTC will have final approval of the Dynamic Pricing Algorithm and Dynamic Pricing Input Values, including changes. The 241/91 EC will operate with Dynamic Pricing in both directions. OCTA and RCTC will have final approval of the Progressive Demand Management configuration in accordance with the governance process included in the Operating Agreement.

(h) An operational goal of the Project is to utilize available 91 Express Lanes capacity, without negatively impacting 91 Express Lanes operations within established thresholds, consistent with the Traffic Operations Metrics set forth in Exhibit xi as of the Effective Date, unless otherwise agreed to by the Parties. Non-conformance with performance metrics for the 91 Express Lanes is further addressed by the governance process included in the Operating Agreement. Notwithstanding the above, the Parties agree that there will be no pre-determined maximum toll associated with the 241/91 EC, and traffic will be managed using Dynamic Pricing in combination with the Progressive Demand Management.

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(i) Parties shall use reasonable efforts, and undertake good faith attempts, to notify, and identify any operations changes that may arise from contemplated toll policy or operating procedure changes related to the 91 Express Lanes that could affect the operations of the 241/91 EC.

(j) F/ETCA shall provide OCTA and RCTC with the inputs to and outputs from the Dynamic Pricing Algorithm and Progressive Demand Management system.

(k) F/ETCA, OCTA, RCTC, and Caltrans shall establish protocols for the installation and operation of a Toll Connector Meter on the 241/91 EC to be used to control traffic flows.

(l) The Parties shall jointly develop and approve the Incident Management Plan.

(m) F/ETCA, OCTA, and RCTC shall develop a maintenance closure plan for use in managing the 241/91 EC after construction acceptance of the Project. The maintenance closure plan shall be included in the Operating Agreement and shall include, but is not limited to: the physical maintenance closure plan, the process for inter-agency communication for Closure of the 241/91 EC that impact the 91 Express Lanes and Closure of the 91 Express Lanes that impact the 241/91 EC, and a commitment to coordinate Closure during maintenance to minimize the impact to the traveling public. Caltrans shall not be liable to any other Party for any losses or reduction in revenue due to Closure of the 241/91 EC. The maintenance closure plan will be developed at least three (3) months prior to opening of the Project. The maintenance closure plan is not intended to be a part of the Progressive Demand Management strategies.

(n) F/ETCA shall be responsible for communication related to the 241/91 EC. A detailed communication plan will be developed by F/ETCA, no less than three months prior to construction start, to detail the communications strategy and timing of deliverables, reviews, and approvals, which shall be approved by OCTA, RCTC, and Caltrans within thirty (30) days. During construction, F/ETCA will provide notice to OCTA, RCTC, and Caltrans no less than three (3) business days prior to publication of any public communication materials; provided that in the case of an Emergency, F/ETCA will provide notice as far in advance as practicable. Publications shall be provided for review and comment by OCTA, RCTC, and Caltrans, and F/ETCA shall resolve comments in good faith and in a timely manner. Timing for review and approvals of such publications will be defined in the communication plan.

(o) Operational parameters as specified in the Operating Agreement shall be based on existing operating policies where they exist. 91 Express Lanes operating policies shall govern where there is a conflict with other agencies' operating policies. OCTA and RCTC will not be required to change their toll pricing to control the 241/91 EC volume.

(p) Maintenance of the incremental roadway infrastructure described in Section 7.01(a)(xxii) shall be coordinated with Caltrans and OCTA. In connection with the aforementioned maintenance, F/ETCA, OCTA, and Caltrans shall develop a workplan and budget each year to include in the F/ETCA board-adopted annual expenditure plan.

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## ARTICLE IX. PROJECT FUNDING, SOURCES, USES OF FUNDS, REIMBURSEMENT FOR SERVICES, AND RELEASE OF DEBT OBLIGATION

**Section 9.01** Project Funding and Sources

(a) F/ETCA will fund one hundred percent (100%) of the cost of the PS&E, ROW, all required environmental mitigation, and construction of the Project, including the cost of Tolling Infrastructure.

(b) F/ETCA will not finance its contribution, but its contribution will be treated as if it were Project debt in accordance with California Streets and Highways Code, § 149.7 and such debt shall be repaid with interest at the Surplus Money Investment Fund Rate until the end of Term or if Caltrans becomes the successor operator. Interest payments shall be made semi-annually on each January 15 and July 15. In the event of a shortfall in Revenues to make any interest payment, any unpaid interest shall compound semi-annually on each January 15 and July 15.

**Section 9.02** Revenues, Uses of Funds and Reimbursement for Costs and Services

(a) Amounts shall be set aside by F/ETCA and reserved from the Revenues generated from the 241/91 EC to cover the following:

(i) Incremental operating costs incurred by each Party, including reserves set aside in accordance with the reserve funding schedule attached as Exhibit ix hereto and adjusted by the Chief Financial Officer of F/ETCA as needed to meet funding requirements, for the development, maintenance, repair, rehabilitation, improvement, reconstruction, administration and operation of the 241/91 EC, as specified in the Operating Agreement and Maintenance Agreement; and

(ii) Administrative expenses to operate the 241/91 EC as specified in the Operating Agreement (up to 3 percent of Revenues).

(b) After deducting the amounts set forth in subsection (a) of this section, the resulting revenues shall be distributed as follows:

(i) F/ETCA shall be repaid the full amount it contributed to the Project with interest as specified in Section 9.01(b). Principal shall be paid on each January 15 in accordance with an amortization schedule through the Term. The amortization schedule shall be determined by the Chief Financial Officer of F/ETCA following a final determination of the total costs of the Project and may be adjusted from time to time in accordance with any prepayments of principal pursuant to subsection (ii) below or any deferral of payments pursuant to subsection (iv) below. For clarification purposes, a sample amortization schedule based on current estimated costs is set forth in Exhibit x hereto. Funds set aside by F/ETCA for projects prior to debt payments will reduce the outstanding debt balance. Past due interest and

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principal shall be paid prior to any regularly scheduled payments of interest or principal.

(ii) F/ETCA may elect to prepay amounts due to F/ETCA pursuant to Section 9.02(b)(i) if Excess Revenues are not projected to be expended in the following five (5) Fiscal Years pursuant to the expenditure plan described in Section 9.02(c).

(iii) All remaining revenue ("Excess Revenue") will be attributed to F/ETCA to fund project improvements and programs in the Corridors; and

(iv) If a project or program on one of the Corridors is identified for funding and projected Excess Revenues do not cover the funding in the time period needed, F/ETCA may agree to defer scheduled debt payments to advance the project or program.

(c) Excess Revenues shall be deposited in an account under the control of F/ETCA and shall be used for a project or program in the Corridors pursuant to an expenditure plan developed by F/ETCA, with input from Caltrans, OCTA, and RCTC. Procedures for the development of the expenditure plan are in Exhibit vii. Planned expenditures for a project or program in the Corridors shall be approved through the appropriate planning document for Caltrans, OCTA, or RCTC and F/ETCA shall reference such project or program in its expenditure plan for the 241/91 EC. The expenditure plan shall be updated and adopted annually by the F/ETCA Board of Directors as part of F/ETCA's CIP in consultation with Caltrans as required under the enabling SHC Section 149.7(e)(5)(A)(i). The CIP shall include both civil and Tolling Infrastructure improvements and systems. F/ETCA shall submit the CIP to OCTA and Caltrans for consistency review with the Regional Transportation Plan and related programs.

**Section 9.03** Reimbursement of Pre-Operational Expenses

(a) Project Development Costs incurred after the Effective Date and prior to the date the Project is open to revenue traffic may be submitted to F/ETCA for reimbursement in accordance with Section 9.03(c). OCTA and RCTC shall notify F/ETCA of all estimated costs for reimbursement at least ninety (90) days in advance of incurring such costs by submitting a list of anticipated costs, purpose, and estimated timing of expense. F/ETCA will endeavor to provide a response in writing within thirty (30) days indicating approval to proceed with the cost activity or a reason for denial of the proposed cost activity. OCTA and RCTC shall estimate costs and necessary activities in good faith and F/ETCA shall not unreasonably withhold approval.

(b) Project Development Costs incurred prior to the Effective Date may be submitted to F/ETCA for reimbursement in accordance with Section 9.03(c). Reimbursed costs to RCTC shall also include up to $10 million for the Eastbound McKinley 2.0 project.

(c) OCTA and RCTC shall submit actual costs incurred and supporting documentation. F/ETCA will review the documentation and within sixty (60) days of receipt, provide a response indicating whether costs have been accepted or rejected due to lack of documentation or

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ineligibility. Any costs not accepted for payment will be reasonably reconsidered with the submission of necessary documentation or further explanation. Reimbursable Project Development Costs accepted by F/ETCA will be paid within thirty (30) days of acceptance.

**Section 9.04** Release of Debt Obligation

(a) Should Caltrans be designated as the successor operator, Caltrans' responsibility to pay Project debt will be released and Caltrans will receive the 241/91 EC free and clear of all obligations.

(b) At the end of the Term, any responsibility to pay Project debt will be released.

**Section 9.05 Post-Transfer Use of Funds**. Caltrans shall assume ownership and control over any Excess Revenues in the account described in Section 9.02(c) as of the date of the transfer set forth in ARTICLE XXII after deducting any obligations due and owing F/ETCA to compensate it for its costs of operating the toll road as of such date and consistent with the expenditure plan then in effect updated and adopted F/ETCA's CIP in consultation with Caltrans as required under the enabling SHC Section 149.7(e)(5)(A)(i).

## ARTICLE X. ROADWAY AND TOLL FACILITY OPERATIONS, MAINTENANCE, AND INCIDENT MANAGEMENT

**Section 10.01** Caltrans shall maintain all non-Tolling Infrastructure related improvements and related infrastructure constructed as part of the 241/91 EC, including roadway and structures as set forth in the F/ETCA Toll Facility Agreement and Maintenance Agreement. Maintenance of the Tolling Infrastructure for the 241/91 EC shall be the responsibility of F/ETCA.

**Section 10.02** Project roadway and Toll Facility operations, maintenance, and incident management activities will be funded from 241/91 EC toll revenues.

**Section 10.03** The 241/91 EC shall be operated as an ETC facility and use of the facility shall require a FasTrak transponder.

**Section 10.04** The Operating Agreement incorporates operating policies specific to the 241/91 EC, including the following: (i) High Occupancy Vehicles (HOV) with three or more passengers will travel toll-free on the 241/91 EC during weekday off-peak periods and on weekends; (ii) vanpools registered with F/ETCA, municipal transit buses, designated veteran license plates issued by the California Department of Motor Vehicles with a valid FasTrak transponder, and other vehicle classes that are required by law to travel toll-free on toll roads will travel toll-free; and (iii) motorcycles and electric vehicles will pay full tolls at all times.

**Section 10.05** [Reserved.]

**Section 10.06** Should a Closure of the SR-241/91 EC and/or 91 Express Lanes be necessary due to an Emergency, no Party shall be liable to any other Party for any losses or reduction in revenue.

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**Section 10.07** The Parties recognize the rights conveyed by this Agreement, including that the 241/91 EC may be over, under, or on existing State ROW that crosses several local jurisdictions and that is improved with, among other things, an existing State Highway and other improvements such as local roads and utilities. While F/ETCA is granted exclusive use and possession of the surface of the Caltrans ROW for operation of the Toll Facility, it is understood that this Agreement is subject to all existing rights conveyed to others, including local entities and utilities, and Caltrans is not obligated to clear, remove, relocate, or otherwise extinguish the rights of third parties as a condition of this Agreement. Further, the grant of exclusive use and possession of the Caltrans ROW as described in the foregoing sentence is not intended to, and shall not prevent, Caltrans from entering the Toll Facility to perform its own surveillance, monitoring, inspections, and similar activities, provided that the same do not materially interfere with operation of the Toll Facility. Similarly, this Agreement does not preclude Caltrans from issuing new encroachment permits to third parties nor does it preclude Caltrans from amending or extending the term of existing encroachment permits; provided that F/ETCA, RCTC, and OCTA are first provided notice of any new encroachment permits proposed or amendments to existing encroachment permits and afforded an opportunity to review and comment on the issuance/amendment of such permits, and provided further that such permits do not materially interfere with the operation of the Toll Facility. Moreover, this Agreement does not preclude Caltrans from requesting that existing utilities be relocated or preclude Caltrans from causing utilities to be relocated, provided that F/ETCA, RCTC, and OCTA are first provided notice and an opportunity to review and comment on such relocation, and provided further that such relocation does not materially interfere with the operation of the Toll Facility. The Parties recognize that the ultimate authority to approve or deny any encroachment permit and/or utility rests with Caltrans.

**Section 10.08** This Agreement is subject to the terms and provisions of Division 1, Chapter 3 of the Streets and Highways Code (Streets and Highways Code section 660 et seq.) and any subsequent amendment thereto, as may be applicable.

**Section 10.09** Caltrans may close 241/91 EC and/or open 241/91 EC to general-purpose traffic for incident management, or Emergency response in accordance with established rules, guidelines and criteria in the approved Incident Management Plan developed for the 241/91 EC by all Parties in accordance with Section 8.02(l).

**Section 10.10** Caltrans may close the 241/91 EC and/or open the 241/91 EC to traffic for construction and maintenance purposes, which shall be in accordance with the terms of the F/ETCA Toll Facility Agreement and in accordance with the Traffic Operations Metrics. In such event, Caltrans shall share the project's Transportation Management Plan with F/ETCA, OCTA, and RCTC for review and comment sixty (60) days in advance of such occurrences and notify F/ETCA ten (10) days in advance of such occurrences. Caltrans shall not unreasonably deny requests for changes to the TMP by F/ETCA, OCTA, and/or RCTC as it affects their respective facilities. Should the 241/91 EC Closure affect the 91 Express Lanes, Caltrans shall coordinate with F/ETCA, OCTA, and RCTC consistent with applicable agreements.

**Section 10.11** Caltrans shall not close the 241/91 EC during peak hours without meeting and conferring with F/ETCA, OCTA, and RCTC prior thereto, and Caltrans shall provide at least

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three (3) months prior written notice to F/ETCA, OCTA, and RCTC in the event any Caltrans activity in a portion of the 241/91 EC requires a partial or full Closure of the 241/91 EC for longer than twenty-four (24) hours, except as to those Closure for incident management, or Emergency response which are not anticipated by Caltrans prior to the inception of the event causing such Closure. Closures shall be in accordance with the terms of the F/ETCA Toll Facility Agreement and in accordance with the Traffic Operations Metrics. In such event, Caltrans shall share the project's Transportation Management Plan with F/ETCA, OCTA, and RCTC for review and comment sixty (60) days in advance of such occurrences and notify F/ETCA ten (10) days in advance of such occurrences. Caltrans shall not unreasonably deny requests for changes to the TMP by F/ETCA, OCTA, and/or RCTC as it affects their respective facilities. Should the 241/91 EC Closure affect the 91 Express Lanes, Caltrans shall coordinate with F/ETCA, OCTA, and RCTC consistent with applicable agreements.

## ARTICLE XI. OWNERSHIP OF DOCUMENTS, MAINTENANCE OF, AND ACCESS TO RECORDS

Each Party shall maintain records associated with its responsibilities under this Agreement. Upon reasonable notice, each Party shall permit the authorized representatives of the other Parties and the State of California such access to the Party's accounting books, records, payroll documents and facilities of the Party which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting them in connection with the Party's performance of this Agreement. The Parties shall make available the books and records of their subcontractors and consultants which are directly pertinent to this Agreement for audit and inspection upon the request of another Party. Each Party 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 the Party's performance hereunder and for a period of four (4) years from their date of creation, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Party agrees to maintain same until the disposal of all such litigation, appeals, claims, or other exceptions related thereto. Each Party shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. Each Party agrees to include these requirements in all subcontracts at any tier.

## ARTICLE XII. FINANCIAL ACCOUNTING, REPORTING, AND AUDITING

**Section 12.01** F/ETCA shall have overall responsibility for financial accounting, reporting, and auditing of all Project activities. F/ETCA shall maintain accounting records such that financial information for the 241/91 EC is identifiable separately from other F/ETCA facilities. OCTA, RCTC, and Caltrans shall have responsibility for financial accounting, reporting, and auditing as may be required under separate agreement(s) with F/ETCA.

## ARTICLE XIII. PERFORMANCE REQUIREMENTS, MONITORING AND REPORTING

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**Section 13.01** Where assigned to a specific Party or the Parties in general, performance requirements, monitoring, and reporting for assigned activities shall be established in separate agreements associated with such assignment(s).

**Section 13.02** F/ETCA shall provide OCTA and RCTC with a 241/91 EC operational and performance data report monthly and shall provide OCTA and RCTC with access to an operational performance data portal.

**Section 13.03** F/ETCA shall provide Caltrans with a 241/91 EC traffic performance data report monthly.

**Section 13.04** At the request of OCTA and RCTC, F/ETCA shall provide a quarterly operational and performance summary report to the OCTA and RCTC Boards of Directors and/or 91 Advisory Committee.

## ARTICLE XIV. COMMUNICATION AND 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 (a) in person or by courier; (b) by depositing said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid; or (c) sent by electronic mail, provided that the recipient of the electronic Notice acknowledges receipt of such transmission by electronic mail. Personal or courier delivery shall be deemed given upon actual delivery to the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of the actual receipt as evidenced by the return receipt. Electronic mail Notice shall be deemed given upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement is received after 5 p.m., Pacific Time, delivery shall be deemed received as of 8 a.m., Pacific Time, the following business day. Any Notice shall be sent, transmitted, or delivered, as applicable, to the applicable Party or Parties at the following addresses:

| To: Orange County Transportation Authority<br>550 South Main Street<br>P.O. Box 14184<br>Orange, CA 92863-1584<br>ATTENTION:<br>Kirk Avila,<br>General Manager of Express Lanes Programs | To: Riverside County Transportation Commission<br>4080 Lemon Street<br>P.O. Box 12008<br>Riverside, CA 92502<br><br>ATTENTION:<br>David Thomas,<br>Toll Project Delivery Director | To: Foothill/Eastern Transportation Corridor Agency<br><br>125 Pacifica<br>Irvine, CA 92618<br><br>ATTENTION:<br>Stephanie Blanco,<br>Chief Capital Programs Officer | To: California Department of Transportation<br>District 12<br>1750 East Fourth Street<br>Santa Ana, CA 92705<br><br>ATTENTION:<br>District Director<br>With a copy to:<br>Department of Transportation Legal Division<br>4050 Taylor Street |
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| | | | M.S. – 130<br>San Diego, CA 92110<br>Attn: Deputy Chief Counsel |
| Phone: (714) 560-5674<br>Email: Kavila@octa.net | Phone: (951) 787-7141<br>Email: dthomas@rctc.org | Phone: (949) 754-3454<br>Email: sblanco@thetollroads.com | Phone: (657) 328-6000<br>Email: AA.to.the.district.12.director@dot.ca.gov |

## ARTICLE XV. TERM OF AGREEMENT

The term of this Agreement ("Term") shall begin on the Effective Date and end on the later of the sunset dates for the existing 91 Express Lanes, F/ETCA Toll Facility Agreement, or any subsequent amendments in the future.

## ARTICLE XVI. ASSIGNMENT

**Section 16.01** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; provided, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of all non-assigning parties. Any purported assignment in violation of this ARTICLE XVI shall be treated as invalid from the outset.

**Section 16.02** In the event F/ETCA dissolves or the authority of OCTA or RCTC to operate the 91 Express Lanes expires or the entity authorized to operate such toll roads changes, the other Parties will amend this Agreement to reflect such changes. Tolling, as described in ARTICLE VIII, shall continue until the end of the Term. If F/ETCA dissolves prior to the end of the Term, then the parties will meet and confer no later than five (5) years before such dissolution to confirm the successor operator will have the necessary legal authority to operate the 241/91 EC. Thereafter the parties will facilitate the assignment and transfer of F/ETCA property, obligations, contracts, all cash and reserve accounts as identified in Exhibit ix, and related items to the successor operator. F/ETCA will set aside excess operating expenditure reserves for the projected period between dissolution and the end of the Term.

(a) Parties agree that OCTA shall be the successor operator for the 241/91 EC; provided that OCTA obtains the necessary legal authority to operate the 241/91 EC; and OCTA shall be responsible for the F/ETCA obligations and commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC consistent with the terms of this Agreement and the Operating Agreement, including continued tolling and continued repayment of any Project debt, subject to the conditions set forth in subsection (b). If OCTA is unable to become the successor operator, the Parties shall work to obtain the necessary legal authority for another entity to operate the 241/91 EC as the successor operator who shall take over the F/ETCA

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obligations and commitments with regard to the operation and maintenance of the 241/91 EC and its Tolling Infrastructure, including obtaining the necessary legal authority to operate the 241/91 EC, continued tolling, and continued repayment of any Project debt.

(b) If the successor operator agrees to repay Project debt, then excess operating expenditure reserves shall be used by that successor operator for payment of operating expenses and repayment of Project debt pursuant to this Section 16.02(b). Should there be a reserve balance at the end of the Term, the balance shall then be distributed to F/ETCA Member Agencies.

(i) If 241/91 EC revenues generated meet operating expense funding needs, the successor operator will release excess operating expense reserves annually and apply those funds to the repayment of Project debt; and

(ii) If 241/91 EC revenue generated does not meet operating expense funding needs, then the successor operator will use the excess operating expense reserves to support operating expense funding needs and, if additional funding is needed, debt payments may be suspended until such time revenue is sufficient to fund operating expenses, reserves, and restart debt payments.

(c) [Reserved.]

(d) Should Caltrans be designated as the successor operator, the 241/91 EC will be transferred free and clear of obligations, including debt, pursuant to Section 9.04(a) and will operate the 241/91 EC until the end of Term in accordance with the Traffic Operations Metrics.

(e) Any amendments or assignment of this Agreement shall ensure the continued operation of the 241/91 EC in accordance with the terms of this Agreement and in a manner that will not result in a negative impact to operations of the 91 Express Lanes beyond established thresholds consistent with the Traffic Operations Metrics as of the Effective Date, unless otherwise agreed to by the Parties.

(f) For the avoidance of doubt, F/ETCA shall have no further obligations under this Agreement after the date on which it dissolves, and the successor operator shall assume F/ETCA's obligations and commitments to the operation and maintenance of the Tolling Infrastructure for the 241/91 EC.

## ARTICLE XVII. INSURANCE

Each Party agrees to self-insure or maintain appropriate insurance in such amounts and with such coverage, as determined necessary in its sole discretion, sufficient for its respective responsibilities, obligations, risks, and liabilities under this Agreement.

## ARTICLE XVIII. CONFLICTS OF INTEREST

Each Party agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Party is unable, or

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potentially unable, to render impartial assistance or advice to another Party(ies) or the Party's objectivity in performing the work required herein is or might be otherwise impaired. Operation of the 91 Express Lanes, or F/ETCA tolled facilities, or operation or construction of any other project specifically identified in this Agreement, shall not be considered an organizational conflict of interest under this section.

## ARTICLE XIX. INDEMNIFICATION

To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall defend (at the Indemnifying Party's sole cost and expense with legal counsel reasonably acceptable to the other Parties), indemnify, protect, and hold harmless the other Parties, their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses, including legal costs and attorney fees (collectively, the "Claims"), including Claims arising from injuries to or death of persons (Indemnifying Party's employees included), for damage to property, including inverse condemnation or for property owned by any of the Indemnified Parties arising from any violation of federal, state, or local law or ordinance or the negligent acts, omissions, or willful misconduct of the Indemnifying Party, its officers, directors, employees, agents, consultants, or contractors arising out of the performance of this Agreement. Any dispute relating to this ARTICLE XIX or concerning any indemnification obligation described in this Agreement shall be subject to the dispute resolution process set forth in Section 23.01 of this Agreement.

## ARTICLE XX. RESOLUTION OF CLAIMS WHEN ONE OR MORE PARTY ARE NAMED AS JOINT DEFENDANTS

If one or more Parties are named joint defendants pursuant to a Claim arising under or related to this Agreement, the legal issues between the plaintiff(s) bringing forth such claim and the joint defendants shall be resolved first without consideration as to the allocation or apportionment of liability or damages between the defendant Parties, if any liability or damages can be allocated or apportioned between them. A determination regarding allocation or apportionment of liability or damages between the defendant Parties shall be made following final resolution of the Claim. Any Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Claim. Any dispute relating to this ARTICLE XX or concerning allocation or apportionment of liability or damages between Parties for a Claim shall be subject to the dispute resolution process set forth in Section 23.01 of this Agreement.

## ARTICLE XXI. RESOLUTION OF INVERSE CONDEMNATION CLAIMS

If any Party is named as a defendant pursuant to a Claim for inverse condemnation arising out of, or related to, the Toll Facility ("Inverse Claim"), then the defendant Party shall immediately notify the other Parties of the existence of the Inverse Claim. If an Inverse Claim is litigated, the legal issues between the plaintiff(s) bringing forth the Inverse Claim and the defendant Parties, as applicable, shall be resolved first without consideration as to the allocation or apportionment of liability or damages between the other Parties, if any liability or damages can be allocated or

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apportioned between them. Any Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Inverse Claim. Any dispute relating to this ARTICLE XXI or concerning allocation or apportionment of liability or damages between Parties for an Inverse Claim shall be subject to the dispute resolution process set forth in ARTICLE XXIII of this Agreement. Liability or damages will be apportioned based on the extent to which the Inverse Claim is found to have arisen out of the other Party's construction or operation of the Toll Facility.

## ARTICLE XXII. TRANSFER BACK TO STATE.

**Section 22.01 Transfer of Property to Caltrans at End of Term**. At the end of the Term, including any extension thereof, all real property, as well as all personal property owned by all relevant Parties and which is related to the 241/91 EC, the Toll Facility, Tolling Infrastructure, including the signs, gantries, other tolling equipment, traffic control devices and video surveillance and enforcement equipment, and other similar equipment utilized for the operation of the Toll Facility, excluding any computer software or hardware for which a license may be required shall automatically become the property of Caltrans. Caltrans may, but is not obligated to, assume the rights and obligations of the relevant Parties with respect to Tolling Infrastructure which is not owned by such Parties, but which is subject to a lease or other financing arrangement with a third party. The relevant Parties shall take all reasonable steps to allow for the substitution of Caltrans for such Parties with respect to any such lease or arrangement. Five (5) years prior to the end of the Term, Parties shall meet and confer for purposes of addressing any actions necessary for the transfer of obligations from the relevant Parties to Caltrans.

**Section 22.02 Condition of Toll Facility at End of Term**. The Toll Facility shall be returned to Caltrans in a state of good repair, and a condition that meets the handback requirements identified in the F/ETCA Toll Facility Agreement.

**Section 22.03 Transfer of Obligations for Toll Facility to Caltrans**. At the end of the Term of this Agreement, including any extension of the Term, and to the extent the handback requirements identified in the F/ETCA Toll Facility Agreement have been met, all operations, maintenance and other obligations of the relevant Parties under this Agreement shall become the responsibility of Caltrans, other than, unless otherwise agreed upon by the Parties, any then-existing financing obligations of the relevant Party to third parties that relate to the Toll Facility.

**Section 22.04 Vendor Contracts**. Caltrans may, but is not obligated to, assume the role of any other Party with respect to any third-party vendor contracts relating to the maintenance or operation of the Toll Facility. The Parties agree to take all reasonable steps to allow for the substitution of Caltrans for the relevant Parties with respect to any third-party vendor contracts.

**Section 22.05 Punch List**. The Parties agree that a punch list, to include all outstanding maintenance and repair obligations of any Party related to the 241/91 EC, shall be developed by the Parties one (1) year prior to transfer of the Toll Facility to Caltrans. All Parties shall complete all agreed-upon items on the punch list prior to the end of the Term of this Agreement.

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**Section 22.06 Transfer of Records at End of Term**. At the end of the Term, Parties shall transfer to Caltrans all records pertaining to material maintenance, operations, unresolved complaints, safety, and modifications of the Toll Facility generated within five (5) years prior to termination of this Agreement and maintained by the Parties.

## ARTICLE XXIII. DISPUTE RESOLUTION, DEFAULT, REMEDIES, AND TERMINATION

**Section 23.01 Dispute Resolution**. Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Agreement including, without limitation, the enforcement of any provision of this Agreement, or the existence, validity, interpretation, performance or breach of this Agreement (a "Dispute").

(a) 1st Level Review: Submission to Agency Representatives. It is the Parties' intent to resolve disputes at the lowest level and as early as possible. Within ten (10) business days after a Party has notified any other Party of the existence of a Dispute pursuant to the Notice procedure provided in Section 23.03, each Party shall designate an agency representative to review the Dispute. Within ten (10) business days after each Party has designated their agency representative, the designated agency representatives shall meet to resolve the Dispute. The Parties may mutually agree to extend the timeframes.

(b) 2nd Level Review: Submission to Executive Director, District Director, and Chief Executive Officers (CEO's). If the Dispute is unable to be resolved at the agency representative level, such Dispute shall be referred for negotiation to the Executive Director of RCTC, the District Director of Caltrans District 12, and the respective CEO's of F/ETCA and OCTA. These individuals agree to undertake good faith attempts to resolve said Dispute within ten (10) business days, or other agreed-upon timeframe, after the receipt of written notice from the Party alleging that a Dispute exists. The Parties additionally agree to cooperate with the other Party in the scheduling of negotiation sessions. However, if the Dispute is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

(c) Alternative Dispute Resolution. If a Dispute is not resolved at the 2nd Level Review, the parties may agree to submit the Dispute to non-binding arbitration or other form of alternative dispute resolution ("Alternative Dispute Resolution"). Each party to bear its own attorney fees and costs. The costs of any Alternative Dispute Resolution to be shared equally among the parties participating in the Alternative Dispute Resolution process.

(d) Remaining Legal Remedies. If the parties do not agree to submit a Dispute for Alternative Dispute Resolution, or the Dispute remains unresolved following Alternative Dispute Resolution, any party may seek any other legal remedies available, including but without limitation, injunctive relief, equitable relief, specific performance, and/or termination (in whole or in part).

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(e) Preliminary Injunctive Relief Pending Dispute Resolution. During the pendency of Alternative Dispute Resolution, pursuant to Section 23.01(c), any Party may bring a proceeding seeking only preliminary injunctive relief in any state court located in San Diego County, California until the Dispute is resolved. A Party may seek preliminary injunctive relief on an expedited basis prior to the pendency of Alternative Dispute Resolution; provided that (i) the Party seeking the preliminary injunctive relief first provides written notice to the other Parties forty-eight (48) hours prior to seeking preliminary injunctive relief, and (ii) if another Party requests a meeting to meet and discuss resolving the underlying reason for seeking the preliminary injunctive relief, the Party seeking preliminary injunctive relief shall agree to meet and discuss the dispute within the forty-eight (48) hour period prior to filing a preliminary injunction. For the avoidance of doubt, after the forty-eight (48) hour period has passed, the Party seeking preliminary injunctive relief may proceed if (i) no other Party requests a meeting to meet and discuss within the aforementioned forty-eight (48) hour period or (ii) the Parties have met and discussed, if requested, within the aforementioned forty-eight (48) hour period and a resolution has not been reached. Caltrans reserves its right to oppose any party's request to close the 241/91 EC as part of any preliminary injunctive relief.

**Section 23.02 Default**. Subject to the extensions of time set forth in this Agreement and/or any extensions agreed upon by the Parties, failure by any Party to perform any material term or provision of this Agreement constitutes a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failures or delays by any Party in asserting any of its rights or remedies with respect to a default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**Section 23.03 Notice of Default**. A non-defaulting Party shall give written notice of any alleged default to the Party in default, specifying the alleged default. The defaulting Party shall attempt to cure the default within sixty (60) calendar days following written notice of default. If the alleged default is not reasonably capable of cure within the sixty (60) day period specified above, then:

(a) The defaulting Party shall, within sixty (60) calendar days following receipt of the notice of default, provide a written response to the non-defaulting Parties that (i) identifies the actions to be undertaken to cure the default (the "Cure Activities") and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the "Cure Schedule");

(b) The non-defaulting Parties shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;

(c) At the request of the non-defaulting Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule; and

(d) Provided that the defaulting Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the defaulting Party may request reasonable extensions

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of the Schedule, and the non-defaulting Parties shall not unreasonably withhold their consent to such requests.

**Section 23.04 Failure to Cure**. In the event that the defaulting Party fails to complete the cure or remedy of a default within sixty (60) calendar days following receipt of written notice, or within such time as the non-defaulting Parties otherwise agree to in writing, the non-defaulting parties may pursue a Termination for Cause pursuant to Section 23.05.

**Section 23.05 Termination for Cause**. If the default is not timely cured in accordance with Section 23.03, the non-defaulting party may terminate this Agreement through a written notice of termination, the effective date of which shall be no less than sixty (60) days from the date of the notice; provided that such termination has been reported to the respective board of directors of the non-defaulting party. Project Development Costs incurred pursuant to Section 9.03 following the date of termination will not be reimbursed.

**Section 23.06 Rights and Remedies**. In the event of a default that is not timely cured, the non-defaulting Parties may exercise the right to seek damages, specific performance, or injunctive, or equitable relief. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. No Party shall be liable for special, punitive, indirect, incidental or consequential damages arising out of this Agreement or the exercise of its rights hereunder.

**Section 23.07 Termination for Convenience**. Any Party, in its sole discretion, may terminate at any time before Ready to List Certification, without cause, (i) by providing at least sixty (60) calendar days' prior written notice to the other Parties, or (ii) if there are less than sixty (60) calendar days until Ready to List Certification, by providing immediate written notice once the Party elects to exercise such termination right; provided that such termination has been reported to the respective board of directors of the Party seeking to terminate. If this Agreement is terminated pursuant to this Section 23.07, Project Development Costs incurred pursuant to Section 9.03 following the date of termination will not be reimbursed.

**Section 23.08 Cooperation Prior to Termination**. Prior to the effective date of a termination for cause, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, excluding any computer software or hardware for which a license may be required, equipment, and information as necessary for modification to the Project as needed so as not to impede the operation of the SR-241 toll road and 91 Express Lanes in the event the 241/91 EC is no longer operating.

## ARTICLE XXIV. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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## ARTICLE XXV. INTERPRETATION, GOVERNING LAW, AND COMPLIANCE WITH LAWS

**Section 25.01** Each Party 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.

**Section 25.02** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions arising out of or in relation to this Agreement, subject to the Parties first exhausting the dispute resolution procedures in ARTICLE XXIII, shall be instituted in the Superior Court of the County of San Diego, State of California, and the Parties covenant and agree to submit to the personal jurisdiction of the court in the event of any action.

## ARTICLE XXVI. AUTHORITY TO ENTER INTO AGREEMENT

Each Party hereto represents that it is authorized to execute this Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

## ARTICLE XXVII. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the benefit of the Parties only. No third-party beneficiary is intended.

## ARTICLE XXVIII. LEGISLATIVE AUTHORIZATION.

The Parties agree and understand that the obligations created by this Agreement are subject to the appropriation of the required resources by the board or other governing body of such Party.

## ARTICLE XXIX. DRAFTING AMBIGUITIES

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

## ARTICLE XXX. AUTHORIZED DESIGNEES

**Section 30.01** The Chief Executive Officer of F/ETCA, or designee, shall have the authority to act for and exercise any of the rights of F/ETCA under this Agreement.

**Section 30.02** The Chief Executive Officer of OCTA, or designee, shall have the authority to act for and exercise any of the rights of OCTA under this Agreement.

**Section 30.03** The Executive Director of RCTC, or designee, shall have the authority to act for and exercise any of the rights of RCTC under this Agreement.

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**Section 30.04** The District 12 Director of Caltrans, or designee, shall have the authority to execute this Agreement on behalf of Caltrans.

## ARTICLE XXXI. COORDINATION WITH OTHER CONTRACTORS

During the course of this Agreement, the Parties, collectively or individually, may undertake or award other agreements for additional work, including separate agreements with different contractors. It is critical that close coordination with interfacing contractors occurs throughout the Term. Each Party shall fully cooperate with the other Parties and their contractors and take reasonable measures to coordinate its own work with said contractors. Should problems in coordination with other contractor(s) occur, Parties shall be made aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Parties shall cooperate with other contractors or forces performing construction or work of any other nature within or adjacent to sites specified in order to avoid any delay or hindrance to such other contractors or forces. Parties reserve the right to perform other or additional work at or near the Project site (including material sources) at any time, by the use of other forces.

## ARTICLE XXXII. FORCE MAJEURE

Any 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 that is beyond its control, including: any incidence of fire, flood, or other acts of God; labor strikes, commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemic; or a material act or omission by another 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 in part, or in whole, to the fault or negligence of the Party not performing and could not have been avoided or limited in the exercise of due diligence by such Party.

## ARTICLE XXXIII. COUNTERPARTS OF AGREEMENT; FACSIMILE AND ELECTRONIC SIGNATURES

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted. This Agreement may be signed using an electronic signature. A validly executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original validly executed copy of this Agreement.

[signatures next page]

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**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed on the date first written above.

| | |
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| **FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY**<br><br>By: _____<br>Ryan Chamberlain<br>Chief Executive Officer<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>Ben Rubin, Nossaman<br>General Counsel<br><br>Dated: _____ | **STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION**<br><br>By: _____<br>Lan Zhou<br>District 12 Director<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>[Name]<br>[Title]<br><br>Dated: _____ |
| **ORANGE COUNTY TRANSPORTATION AUTHORITY**<br><br>By: _____<br>Darrell E. Johnson<br>Chief Executive Officer<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>[Name]<br>[Title]<br><br>Dated: _____ | **RIVERSIDE TRANSPORTATION COMMISSION**<br><br>By: _____<br>Aaron Hake<br>Executive Director<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>[Name]<br>[Title]<br><br>Dated: _____ |

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# EXHIBIT i – Not In Use

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# EXHIBIT ii – Project Cost Table

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**EXHIBIT ii – Project Cost Table**

This Exhibit represents all costs incurred by F/ETCA associated with 241/91 Express Connector Project development that will be repaid to F/ETCA outlined in Section 9.01 (b).

Table below represents costs as estimated as of _____ (date).

Final Table and total repayment amount will be determined after Project Construction Closeout and agreed to in writing by all parties prior to start of repayment outlined in Section 9.02.

| Project Cost Description | Source | Estimated Cost | Actual Incurred To Date |
|---|---|---|---|
| **PROJECT APPROVAL** | | | |
| Professional Services for PAED | TCA Actual Costs, March 2020 | $7,991,000 | $7,991,000 |
| **FINAL DESIGN** | | | |
| TCA Project Development Costs - Design & Legal | Board Authorized Contract Amounts | $36,030,000 | $32,227,900 |
| TCA Right of Way and Utilities Costs and Support Services | Draft Right of Way Data Sheet | $40,000 | $0 |
| TCA-Transcore Toll Systems Design & Development | December 2023 TCA Estimate | $5,400,000 | $0 |
| OCTA Project Development Costs - Design & Legal | As submitted through June 2023 + 25% | $580,000 | $0 |
| OCTA-Kapsch Toll Systems Design & Development | Assume 5% of Transcore | $270,000 | $0 |
| RCTC Project Development Costs - Design & Legal | As submitted through April 2024 + 25% | $790,000 | $631,740 |
| RCTC-Kapsch Toll Systems Design & Development | Assume 5% of Transcore | $270,000 | $0 |
| RCTC Eastbound McKinley 2.0 | RCTC Estimate | $10,000,000 | $0 |
| **CONSTRUCTION** | | | |
| Caltrans Roadway Construction Cost | October 2024 Engineer's Estimate | $256,150,000 | $0 |
| Caltrans Structures Construction Cost | October 2024 Engineer's Estimate | $100,630,000 | $0 |
| TCA Closure Reimbursement - OCTA Express Lanes | October 2024 Engineer's Estimate | $3,340,000 | $0 |
| TCA Closure Reimbursement - RCTC Express Lanes | October 2024 Engineer's Estimate | $10,000 | $0 |
| Caltrans AAA Cost (12-0829) | Caltrans Cost Estimate 07-15-25 | $71,370,000 | $0 |
| TCA-Transcore Toll Systems Equipment and Installation | December 2023 TCA Estimate | $11,730,000 | $0 |
| TCA-Kapsch for OCTA Toll Systems Equipment and Installation | Assume 12.5% of Transcore Estimate | $1,470,000 | $0 |
| TCA-Kapsch for RCTC Toll Systems Equipment and Installation | Assume 12.5% of Transcore Estimate | $1,470,000 | $0 |
| TCA Construction Support | 20% of Caltrans AAA Cost | $15,489,000 | $0 |
| OCTA Project Development Costs – Construction | 5% of TCA Construction Support | $590,000 | $0 |
| RCTC Project Development Costs - Construction | 5% of TCA Construction Support | $590,000 | $0 |
| | **Total Project Cost = F/ETCA Repayment Amount** | **$524,210,000** | **$40,850,640** |

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**EXHIBIT iii – Toll Facility**

Same content as Operating Agreement Exhibits A and B.
This Master Agreement Exhibit iii will be a static.
Operating Agreement Exhibits A and B will be updated post-construction with the final disposition/location of toll facilities

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# *EXHIBIT A*

# *241/91 EXPRESS CONNECTOR*

# *TOLL FACILITIES*

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Exhibit A includes all the facilities that will be installed and maintained throughout operations of the 241/91 Express Connector.

Refer to Exhibit B for visual depiction of facilities listed in table below. Notes:

1. All equipment is owned, operated, and maintained by F/ETCA unless otherwise noted.
2. Responsibility Assignment Legend
   - P – Primary Responsibility
   - C – Coordination Responsibility Only
   - N – No Responsibility

| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **BI-DIRECTIONAL TOLL POINT ("EC" LINE STATION 38+25)** | | | | | | | |
| Overhead Lane Equipment – NB/EB | **N** | **N** | **P** | | No | No | Yes |
| In Pavement Loop System – NB/EB | **N** | **N** | **P** | | No | No | Yes |
| Overhead Lane Equipment – WB/SB | **N** | **N** | **P** | | No | No | Yes |
| In Pavement Loop System – WB/SB | **N** | **N** | **P** | | No | No | Yes |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | No |
| Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| Backup Generator and Enclosure | **N** | **N** | **P** | | No | No | No |
| Gantry Structure and Foundation | **N** | **N** | **P** | | No | No | Yes |
| Maintenance Vehicle Path and Pad | **N** | **N** | **P** | Maintained by Caltrans, refer to the ECMA. | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **TOLL COLLECTION OVERHEAD ELECTRONIC SIGNS (NORTH-TO-EAST MOVEMENT)** | | | | | | | |
| Changeable Message Sign (CMS) ("B" Line Station 730+80)<br>– Overhead Electronic Sign and Static Border<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | | No | No | No |
| Variable Toll Message Sign (VTMS) ("B" Line Station 749+00)<br>– Overhead Static Sign<br>– Electronic Insert (toll rate display)<br>– Lower CMS Panel (mode display one line)<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Lane Operational Sign (LOS) #1 (CMS Panel under static guide sign) ("B" Line Station 866+80)<br>– Electronic Insert<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication<br>– Equipment | **N** | **N** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | No | No |
| Lane Operational Sign (LOS) #2 (Enforcement "X" / arrow) ("B" Line Station 892+80)<br>– Overhead Static Sign with Electronic Insert<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | No | No |
| **TOLL COLLECTION OVERHEAD ELECTRONIC SIGNS (WEST-TO-SOUTH MOVEMENT) OCTA ELECTRONIC SIGN (WB PRICING SIGN Sta 567+79)** | | | | | | | |
| Sign Structure and Foundation | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| Electrical Power Service and Feed | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| Replacement Parts | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |

DRAFT

| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Sign Warranty | **N** | **P** | **C** | Existing Warranty and Daktronics support through OCTA.<br><br>Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| F/ETCA Sign Controller | **N** | **C** | **P** | Daktronics provided and installed F/ETCA Controller, Light Sensor and VCB board will be maintained by F/ETCA for the F/ETCA portion of the sign | Yes | Yes | Yes |
| OCTA Sign Controller | **N** | **P** | **C** | Daktronics provided and installed OCTA Controller, Light Sensor and VCB board will be maintained by OCTA for the OCTA portion of the sign. | Yes | Yes | Yes |
| F/ETCA Network Communication Equipment | **N** | **C** | **P** | | Yes | Yes | Yes |
| **TOLL CONNECTOR METER (TCM) ("EC" LINE STATION 37+50, NORTH-TO-EAST MOVEMENT)** | | | | | | | |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | Yes |
| Overhead Signal, Enforcement Signal and Pole | **C** | **C** | **P** | The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA. | No | No | Yes |
| Roadside Signal and Pole | **C** | **C** | **P** | The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA. | No | No | Yes |
| Toll Connector Meter Camera Detection System | **N** | **N** | **P** | Used to Augment CHP Enforcement | No | No | Yes |
| Occupancy Detection System | **N** | **N** | **P** | Used to Augment CHP Enforcement | No | No | Yes |
| In-Pavement Loops | **N** | **N** | **P** | | No | No | Yes |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Roadside Metering Signage | **N** | **N** | **P** | | No | No | Yes |
| Network Communication Equipment | **N** | **N** | **P** | | No | No | Yes |
| **TCM SIGNS (QTY 5) ("EC" Line Station 31+50 and 23+00, "EC1" Line Station 22+20, "B" Line Station 884+80 and 875+80)** | | | | | | | |
| Overhead Flashing Beacons | **N** | **N** | **P** | | No | No | Yes |
| Overhead Blank-Out Sign | **N** | **N** | **P** | | No | No | Yes |
| Overhead Sign Structure | **N** | **N** | **P** | | No | No | Yes |
| Electrical Transformer and Electrical Sub-Power | **N** | **N** | **P** | | No | No | Yes |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | Yes |
| Network Communication to TCM Controller | **N** | **N** | **P** | | No | No | Yes |
| **TCM QUEUE DETECTION LOOPS (QTY 3) ("EC" Line Station 33+00 and 22+20, "B" Line Station 892+80)** | | | | | | | |
| In-Pavement Loops | **N** | **N** | **P** | | No | No | Yes |
| Network Communication to TCM Controller | **N** | **N** | **P** | | No | No | Yes |
| **ELECTRICAL SERVICE** | | | | | | | |
| EC and TCM ("SAC" Line Station 445+30) | **N** | **N** | **P** | Repairs of electrical service do not require closures due to back up power options. | No | No | No |
| TDS Locations ("E91" Line Station TBD) | **N** | **N** | **P** | Repairs of electrical service do not require closures due to back up power options. | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **CLOSED CIRCUIT TELEVISION (CCTV) (QTY 9) ("B" LINE STATION 730+00, 748+00, 865+50, 874+00, AND 891+50, "EC" LINE STATION 22+00 AND 38+20, "E91" LINE 498+00 AND 534+50)** | | | | | | | |
| Pole Mounted Camera Equipment with Pan-Tilt-Zoom (PZT) functionality | **C** | **C** | **P** | The 91 TOC may identify cameras that are not functioning properly for repair by F/ETCA. | No | Yes | No |
| Cabling Equipment | **N** | **N** | **P** | | No | Yes | No |
| Pole Mounted Cabinet | **N** | **N** | **P** | CCTV #1-6, #8-9. | No | Yes | No |
| EC Gantry Mounted Cabinet | **N** | **N** | **P** | CCTV #7. | No | No | No |
| Network Communication Equipment | **N** | **N** | **P** | | No | Yes | No |
| Vehicle Detection System (VDS) Pole and Foundation | **N** | **N** | **P** | CCTV #8 shared pole with TDS #4 and #5.<br>CCTV #9 shared pole with TDS #10. | No | Yes | No |
| **TOLL DETECTION SYSTEM (TDS) (QTY 10)**<br>– **NORTH-TO-EAST MOVEMENT ("E91" LINE STATION 453+00, 483+00, 498+00, 509+00, AND 522+00)**<br>– **WEST-TO-SOUTH MOVEMENT ("E91" LINE STATION 483+00, 498+00, 509+00, 522+00, AND 534+50)** | | | | | | | |
| Structure Mounted Microwave Detectors | **N** | **N** | **P** | TDS #1. | No | Yes | Yes |
| Ground Mounted Cabinet | **N** | **N** | **P** | TDS #1. | No | No | No |
| Pole Mounted Microwave Detector | **N** | **N** | **P** | TDS #2 and #3 shared pole.<br>TDS #4 and #5 shared with CCTV #8.<br>TDS #6 and #7 shared pole.<br>TDS #8 and #9 shared pole.<br>TDS #10 shared pole with CCTV #9. | No | Yes | Yes |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Vehicle Detection System (VDS) Pole and Foundation | **N** | **N** | **P** | TDS #2 and #3 shared pole.<br>TDS #4 and #5 shared with CCTV #8.<br>TDS #6 and #7 shared pole.<br>TDS #8 and #9 shared pole.<br>TDS #10 shared pole with CCTV #9. | No | Yes | Yes |
| Network Communication Equipment | **N** | **N** | **P** | | No | Yes | Yes |
| **AUTOMATED VEHICLE IDENTIFICATION (AVI) SYSTEM** | | | | | | | |
| AVI Reader #1 – NB 241<br>("B" Line Station 749+00) | **N** | **N** | **P** | Co-located with F/ETCA VTMS. | No | No | Yes |
| AVI Reader # 2 – EB Egress ("E91" Line Station 523+90) | **C** | **C** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | Yes | Yes |
| **DATA AND COMMUNICATIONS** | | | | | | | |
| Pacifica Location Data Center<br>– Data Servers<br>– Communication Equipment<br>– Equipment Software Configurations | **N** | **N** | **P** | | No | No | No |
| Irvine Ranch Location Data Center<br>– Servers<br>– Communication Equipment<br>– Equipment Software Configurations | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Texas Monitoring Center<br>– 24/7 System Monitoring | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB 241 from "B" Line 783+50 to "B" Line 897+50<br>– Fiber Cable, splice enclosures and, fiber distribution units.<br>– Network Communication equipment | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB to EB 241 from "CNW" Line 97+50 to "CNW" Line 103+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB to EB 241 from "CNE" Line 103+00 to "CNE" Line 171+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Fiber Plant Infrastructure EB 91 from "E91" Line 477+00 to "E91" Line 527+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| **91 EXPRESS LANES TOLL OPERATIONS CENTER (TOC)** | | | | | | | |
| 91 EL TOC Advanced Traffic Management System (ATMS) Software and Configuration System Updates. | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **N** | Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider. | No | No | No |
| F/ETCA System Software and Configuration | **C** | **C** | **P** | Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider. | No | No | No |
| 91 EL TOC Hardware. Switches, network communication equipment, Computers, Video Wall, etc. | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **P** | F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector.<br>All three agencies have primary responsibility, F/ETCA will be responsible for payment of additional hardware required for the 241/91 EC. | No | No | No |
| 91 EL TOC Labor and Personnel | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **P** | F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector.<br>All three agencies have primary responsibility, F/ETCA will be responsible for payment monthly expenses of personnel as it relates to monitoring the 241/91 EC. | No | No | No |

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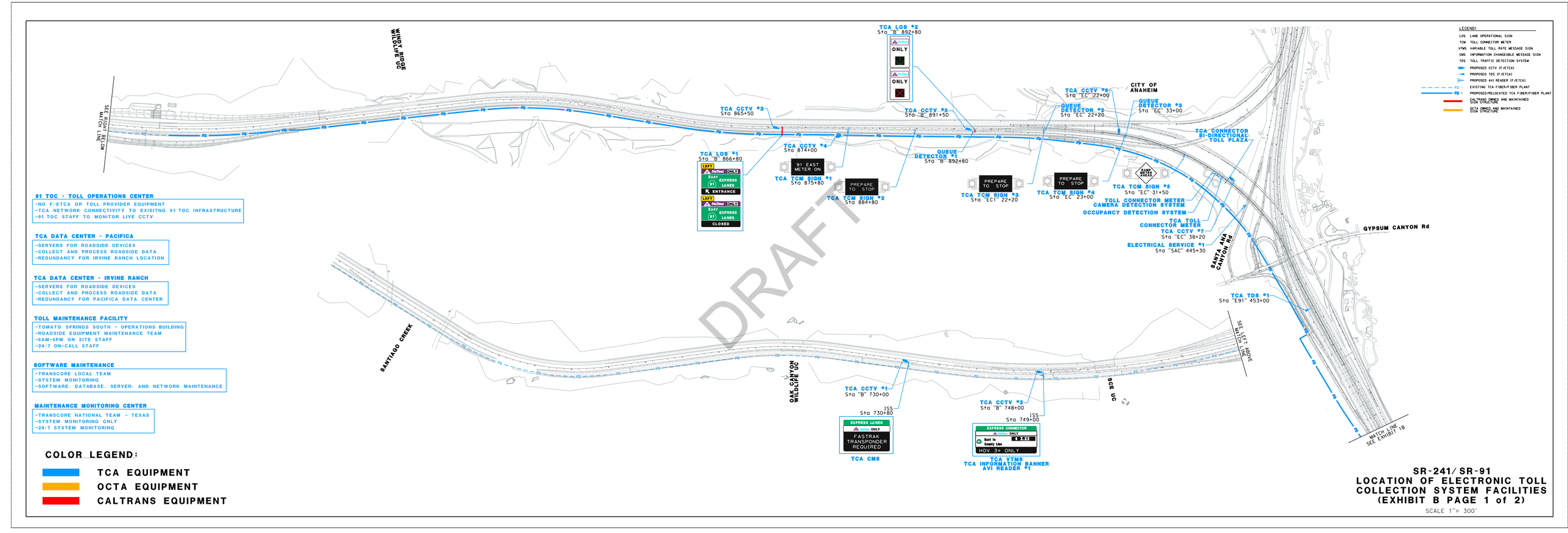
*05-21-2025*

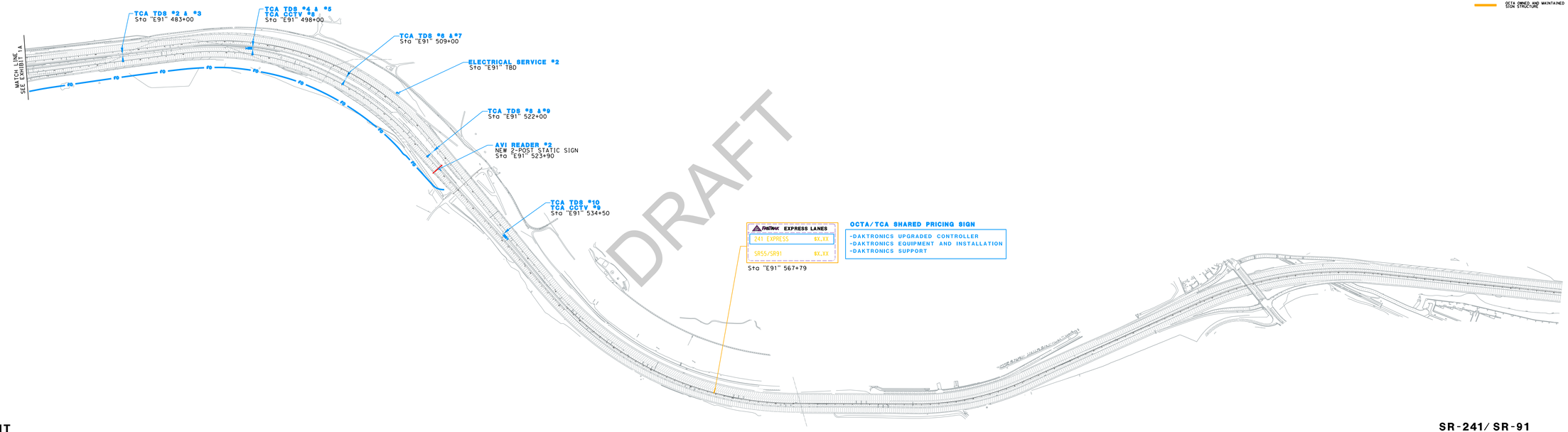
# EXHIBIT B

# 241/91 EXPRESS CONNECTOR

# LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES

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WINDY RIDGE WILDLIFE UC
SEE LEFT MATCH LINE
TCA LOS #2
Sta "B" 892+80
ONLY
ONLY
TCA CCTV #3
Sta 865+50
TCA CCTV #5
Sta "B" 891+50
TCA CCTV #6
Sta "EC" 22+00
CITY OF ANAHEIM
QUEUE DETECTOR #3
Sta "EC" 33+00
QUEUE DETECTOR #2
Sta "EC" 22+20
TCA LOS #1
Sta "B" 866+80
LEFT
FasTrac ONLY
EAST 91 EXPRESS LANES
ENTRANCE
LEFT
FasTrac ONLY
EAST 91 EXPRESS LANES
CLOSED
TCA CCTV #4
Sta 874+00
91 EAST METER ON
TCA TCM SIGN #1
Sta 875+80
PREPARE TO STOP
TCA TCM SIGN #2
Sta 884+80
QUEUE DETECTOR #1
Sta "B" 892+80
PREPARE TO STOP
TCA TCM SIGN #3
Sta "EC1" 22+20
PREPARE TO STOP
TCA TCM SIGN #4
Sta "EC" 23+00
SANTA ANA CANYON RD
TCA TCM SIGN #5
Sta "EC" 31+50
TCA CONNECTOR BI-DIRECTIONAL TOLL PLAZA
TOLL CONNECTOR METER
CAMERA DETECTION SYSTEM
OCCUPANCY DETECTION SYSTEM
TCA TOLL CONNECTOR METER
TCA CCTV #7
Sta "EC" 38+20
ELECTRICAL SERVICE #1
Sta "SAC" 445+30
GYPSUM CANYON Rd
TCA TDS #1
Sta "E91" 453+00
SEE LEFT ABOVE MATCH LINE
SANTIAGO CREEK
OAK CANYON WILDLIFE UC
TCA CCTV #1
Sta "B" 730+00
ISS
Sta 730+80
EXPRESS LANES
FasTrac ONLY
FASTRAK TRANSPONDER REQUIRED
TCA CMS
TCA CCTV #2
Sta "B" 748+00
ISS
Sta 749+00
EXPRESS CONNECTOR
ONLY
Seal Beach Exit
91 EAST
HOV 3+ ONLY
TCA VTMS
TCA INFORMATION BANNER
AVI READER #1
SCE UC
MATCH LINE SEE EXHIBIT 1B
LEGEND:
LOS LANE OPERATIONAL SIGN
TCM TOLL CONNECTOR METER
VTMS VARIABLE TOLL RATE MESSAGE SIGN
CMS INFORMATION CHANGEABLE MESSAGE SIGN
TDS TOLL TRAFFIC DETECTION SYSTEM
PROPOSED CCTV (F/ETCA)
PROPOSED TDS (F/ETCA)
PROPOSED AVI READER (F/ETCA)
EXISTING TCA FIBER/FIBER PLANT
PROPOSED/RELOCATED TCA FIBER/FIBER PLANT
CALTRANS OWNED AND MAINTAINED SIGN STRUCTURE
OCTA OWNED AND MAINTAINED SIGN STRUCTURE
91 TOC - TOLL OPERATIONS CENTER
-NO F/ETCA OR TOLL PROVIDER EQUIPMENT
-TCA NETWORK CONNECTIVITY TO EXISITNG 91 TOC INFRASTRUCTURE
-91 TOC STAFF TO MONITOR LIVE CCTV
TCA DATA CENTER - PACIFICA
-SERVERS FOR ROADSIDE DEVICES
-COLLECT AND PROCESS ROADSIDE DATA
-REDUNDANCY FOR IRVINE RANCH LOCATION
TCA DATA CENTER - IRVINE RANCH
-SERVERS FOR ROADSIDE DEVICES
-COLLECT AND PROCESS ROADSIDE DATA
-REDUNDANCY FOR PACIFICA DATA CENTER
TOLL MAINTENANCE FACILITY
-TOMATO SPRINGS SOUTH - OPERATIONS BUILDING
-ROADSIDE EQUIPMENT MAINTENANCE TEAM
-6AM-6PM ON SITE STAFF
-24/7 ON-CALL STAFF
SOFTWARE MAINTENANCE
-TRANSCORE LOCAL TEAM
-SYSTEM MONITORING
-SOFTWARE, DATABASE, SERVER, AND NETWORK MAINTENANCE
MAINTENANCE MONITORING CENTER
-TRANSCORE NATIONAL TEAM - TEXAS
-SYSTEM MONITORING ONLY
-24/7 SYSTEM MONITORING
COLOR LEGEND:
TCA EQUIPMENT
OCTA EQUIPMENT
CALTRANS EQUIPMENT
DRAFT
SR-241/SR-91
LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES
(EXHIBIT B PAGE 1 of 2)
SCALE 1"= 300'




LEGEND:

- LOS LANE OPERATIONAL SIGN
- TCM TOLL CONNECTOR METER
- VTMS VARIABLE TOLL RATE MESSAGE SIGN
- CMS INFORMATION CHANGEABLE MESSAGE SIGN
- TDS TOLL TRAFFIC DETECTION SYSTEM
- PROPOSED CCTV I/F/ETCA)
- PROPOSED TDS I/F/ETCA)
- PROPOSED TDS I/F/ETCA)
- FO EXISTING TCA FIBER/FIBER PLANT
- FO PROPOSED/RELOCATED TCA FIBER/FIBER PLANT
- CALTRANS OWNED AND MAINTAINED SIGN STRUCTURE
- OCTA OWNED AND MAINTAINED SIGN STRUCTURE

**COLOR LEGEND:**

- TCA EQUIPMENT
- OCTA EQUIPMENT
- CALTRANS EQUIPMENT

# SR-241/SR-91
# LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES
# (EXHIBIT B PAGE 2 of 2)

SCALE 1"= 300'

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# EXHIBIT iv – Project Ownership

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**DRAFT**

# EXHIBIT v – Not In Use

DRAFT

**DRAFT**

## EXHIBIT iv – Project Ownership

This Exhibit includes the real estate interests of the Project that shall be the property of Caltrans (Part 1), real estate interests of the Project that shall be the property of F/ETCA (Part 2), and other components of the Project that are of interest to the Parties (Part 3).

The existing SR-241 right of way was transferred to and is owned by Caltrans when the SR-241 was originally constructed and opened.

There are no on-site (i.e. within State right of way) mitigation parcels required for the Project.

Tolling infrastructure for the Project is shown in separate, Exhibit iii of this Agreement and is owned, operated, and maintained by F/ETCA.

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## EXHIBIT iv – Project Ownership

### Part 1 – Real Estate Interests that Shall be the Property of Caltrans

The sole right of way acquisition required for the 241/91 Express Connector Project is a permanent footing easement acquisition (permanent underground footing easement) of 0.006 acres (241 SF) from the City of Anaheim Santa Ana Canyon Road Right-of-Way, to be acquired by F/ETCA and conveyed to Caltrans upon completion of construction, free and clear of all liens and encumbrances.

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Recorded at the request of

Foothill/Eastern Transportation Corridor Agency

When Recorded Mail to:
Foothill/Eastern Transportation Corridor
Agency 125 Pacifica, Suite 100
Irvine, CA 92618-3304

WITH A COPY TO:
City of Anaheim
Attn: City Clerk
200 South Anaheim Boulevard
Anaheim, CA 92805

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

* $ R 0 0 1 5 5 8 3 7 2 5 $ *

NO FEE

2025000141920 08:09 am 05/19/25

480 RecWin1A E01 6

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Space above this line for Recorder's Use

IT
GP
NF

This document is recorded for the benefit of the Foothill/Eastern Transportation Corridor Agency and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and 27383 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

City Deed No. 12756

ACQ: _____

| District | County | Route | Postmile | Number |
|---|---|---|---|---|
| 12 | ORA | 91 | ORA R16.261 | 301028-1 |

# PERMANENT SUBSURFACE FOOTING EASEMENT

Parcel Number: 301028-1

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged , the CITY OF ANAHEIM, a California municipal corporation and charter city,

hereinafter called "GRANTOR", hereby grants and conveys to the FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a California joint powers authority ("GRANTEE"), its successors and assigns, a permanent, perpetual, exclusive and assignable subsurface easement together with the right to use all necessary and convenient means of access, including without limitation ingress and egress to and from the easement area over the public street or highway most convenient thereto ("Easement"). The Easement shall be for use by the GRANTEE to construct, reconstruct, use, and maintain, alter, access, inspect, repair, remove or replace a bridge footing and all incidents thereto, upon, in, on, over, through, under, across and along that certain real property in the City of Anaheim, County of Orange, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference.

Dated this 17th day of October, 2023.

**"GRANTOR"**

**City of Anaheim,**
**a California municipal corporation and charter city**

By: Ashleigh Aitken

Ashleigh Aitken

Its: Mayor

ATTEST:

By: _____
Theresa Bass, City Clerk

10/27/23

DRAFT

**A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

STATE OF CALIFORNIA )
) ss.
COUNTY OF )

On October 17, 2023 before me, Susana Barrios, a notary public, personally appeared Ashleigh Aitken, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

Susana Barrios
NOTARY PUBLIC

SUSANA BARRIOS
Notary Public - California
Orange County
Commission # 2384723
My Comm. Expires Nov 27, 2025

DRAFT

**Exhibit "A"**
**Legal Description**

**CALTRANS PARCEL NO. 301028-1**

**FOOTING EASEMENT**

THAT PORTION OF PARCEL 1 (46540-1), IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED MARCH 8, 1971 IN BOOK 9563, PAGE 744, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE INTERSECTION OF THE EASTERLY LINE OF PARCEL 300261-2 AS DESCRIBED IN THE AMENDED AND RESTATED GRANT DEED RECORDED OCTOBER 14, 1998 AS INSTRUMENT NO. 19980694409, OF OFFICIAL RECORDS, AND PER THE GRANT DEED RECORDED OCTOBER 19, 1998 AS INSTRUMENT NO. 19980702665, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THE SOUTHERLY LINE OF SAID PARCEL 1 (46540-1), SAID PARCEL 300261-2 IS SHOWN ON RECORD OF SURVEY NO. 99-1013, FILED IN BOOK 182, PAGES 1 THROUGH 26, OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID SOUTHERLY LINE NORTH 69°05'35" WEST, 347.92 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 69°05'35" WEST, 34.67 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 43°32'31" EAST, 14.20 FEET;

THENCE SOUTH 46°27'29" EAST, 32.00 FEET TO A LINE THAT BEARS NORTH 43°32'31" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID LINE SOUTH 43°32'31" WEST, 0.86 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A GRID AREA 241 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE VI, NAD 83 (2007.00 EPOCH), ALL DISTANCES SHOWN ARE GRID DISTANCES, TO OBTAIN GROUND DISTANCES DIVIDE BY 0.99998151.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

DRAFT

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

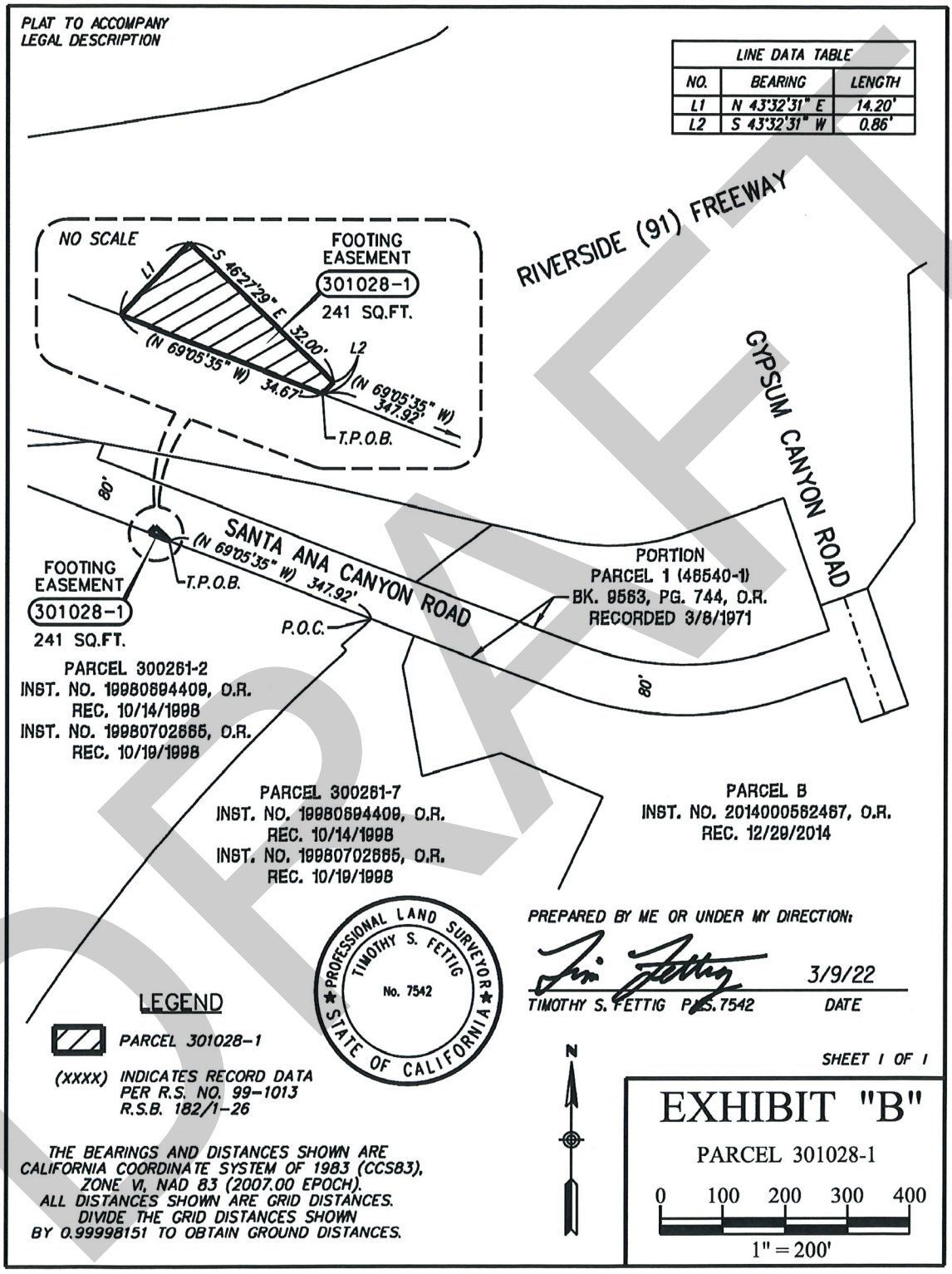
TIMOTHY S. FETTIG P.L.S. 7542

3/9/22
DATE

PROFESSIONAL LAND SURVEYOR
TIMOTHY S. FETTIG
No. 7542
STATE OF CALIFORNIA

DRAFT

**Exhibit "B"**
**Depiction**




DRAFT

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to the Foothill/Eastern Transportation Corridor Agency, a California joint powers authority ("TCA"), is hereby accepted by the undersigned officer on behalf of the Board of Directors of TCA, pursuant to authority conferred by action of said Board of Directors on November 9, 2023, and TCA consents to recordation thereof by its duly authorized officer.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY, a California joint powers authority

By: _____
Name: Ryan Chamberlain
Title: Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Name: Ben Rubin
Title: General Counsel

DRAFT

Orange County
Clerk-Recorder
Hugh Nguyen
601 N. Ross Street
Santa Ana, CA 92701
(714) 834-2500

Receipt No.: RPT20250000120736

Finalization No.: 20250000150788

Cashier: crttsai

Register: RecWin1A

Date/Time: 05/19/2025 08:09 AM

| Item | Title | Count |
|---|---|---|
| 1 | E01 | 1 |
| Easement | | |
| Document ID | | Amount |
| Doc# 2025000141920 | | No Fee |
| Time Recorded 08:09 AM | | |

Total Amount Due: $0.00

Total Paid

No Fee

Amount Due: $0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS
www.ocrecorder.com

DRAFT

DRAFT

## EXHIBIT iv – Project Ownership

### Part 2 – Real Estate Interests that Shall be the Property of F/ETCA

No real estate interests or acquisition of off-site mitigation lands are required for the Project.

Existing F/ETCA mitigation properties will be used to offset credits for the Project.

DRAFT

**DRAFT**

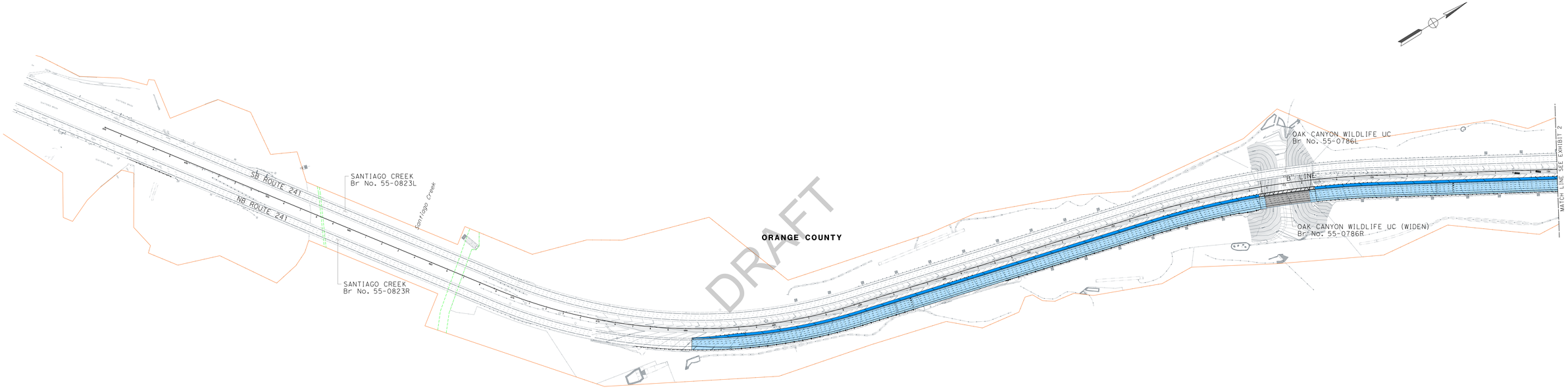
## EXHIBIT iv – Project Ownership

### Part 3 – Other Components of the Project that are of Interest to the Parties

| Project Improvements to → / Project Responsibility of ↓ | SR-91 General Purpose Lanes | 91 Express Lanes | SR-241 | Express Connector[1] |
|---|---|---|---|---|
| Construction | Sponsor - F/ETCA<br>Administration – Caltrans | Sponsor - F/ETCA<br>Administration – Caltrans | Sponsor - F/ETCA<br>Administration – Caltrans | Sponsor - F/ETCA<br>Administration – Caltrans |
| Facility Ownership | Caltrans | Caltrans | Caltrans | Caltrans |
| Roadway Maintenance[2] | Caltrans | Orange County – OCTA<br>Riverside County – RCTC | Caltrans | Caltrans |
| Incident Management | Caltrans | 91 Express Lanes Traffic Operations Center (TOC)[3] | Caltrans | 91 Express Lanes TOC and Caltrans Traffic Management Centers Districts 12 and 8 |
| Enforcement | CHP | CHP | CHP | CHP |
| Toll Operator | N/A | Orange County – OCTA<br>Riverside County – RCTC | F/ETCA | F/ETCA |
| Toll Collection System Maintenance[4] | N/A | Orange County – OCTA<br>Riverside County – RCTC | F/ETCA | F/ETCA |

[1] *Includes Express Connector facilities within the 91 Express Lanes. Except for construction, operations and maintenance are to be funded by Express Connector toll revenues.*
[2] *All roadway features, including but not limited to roadbed, slopes, landscaping, safety devices, overhead and roadside signs, structures, drainage, TMS equipment, highway electrical, traffic control devices (striping and channelizers), etc., related to complete operation of the State Highway System facility and right of way as covered under the separate facility and/or maintenance agreements between Caltrans and each toll operator.*
[3] *Jointly operated by RCTC and OCTA*
[4] *Equipment, cameras, electronic signs, etc. related to complete operation of collection and enforcement. See Exhibit ii.*

DRAFT



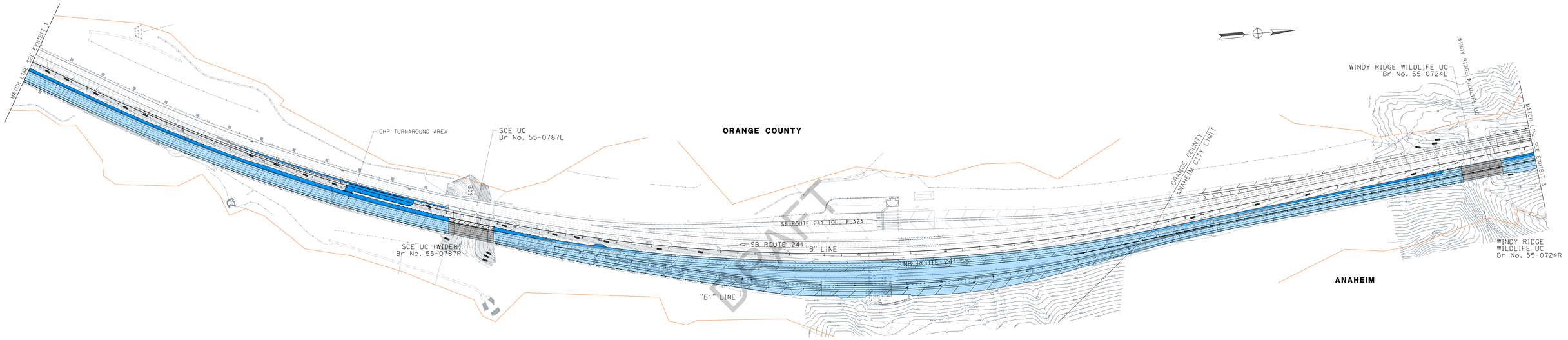

LEGEND:

- GENERAL PURPOSE LANES
- EXPRESS LANES
- EXPRESS Conn LANE
- PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)
- EXISTING GENERAL PURPOSE LANES (SR 91)
- PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)
- EXISTING GENERAL PURPOSE LANES (SR 241)
- EXISTING INTERCHANGE (GYPSUM CANYON)
- EXISTING 91 EXPRESS LANES
- PROPOSED BRIDGE
- EXISTING BRIDGE
- PROPOSED EXPRESS CONNECTOR IMPROVEMENTS
- PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

PROJECT BOUNDARY EXHIBIT (DRAFT) JULY 2024



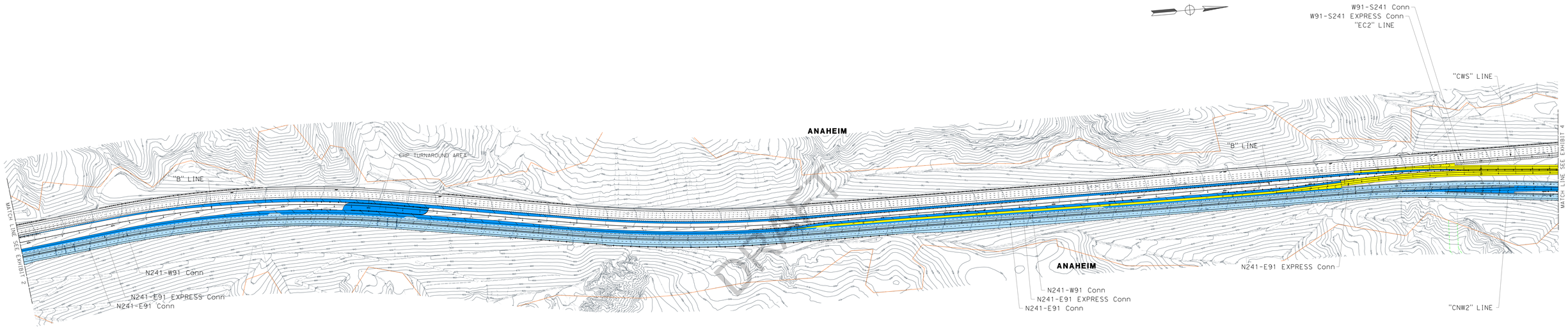

LEGEND:

- GENERAL PURPOSE LANES
- EXPRESS LANES
- EXPRESS Conn LANE
- PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)
- EXISTING GENERAL PURPOSE LANES (SR 91)
- PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)
- EXISTING GENERAL PURPOSE LANES (SR 241)
- EXISTING INTERCHANGE (GYPSUM CANYON)
- EXISTING 91 EXPRESS LANES
- PROPOSED BRIDGE
- EXISTING BRIDGE
- PROPOSED EXPRESS CONNECTOR IMPROVEMENTS
- PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

PROJECT BOUNDARY EXHIBIT (DRAFT) JULY 2024




LEGEND:

GENERAL PURPOSE LANES

EXPRESS LANES

EXPRESS Conn LANE

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)

EXISTING GENERAL PURPOSE LANES (SR 91)

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)

EXISTING GENERAL PURPOSE LANES (SR 241)

EXISTING INTERCHANGE (GYPSUM CANYON)

EXISTING 91 EXPRESS LANES

PROPOSED BRIDGE

EXISTING BRIDGE

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

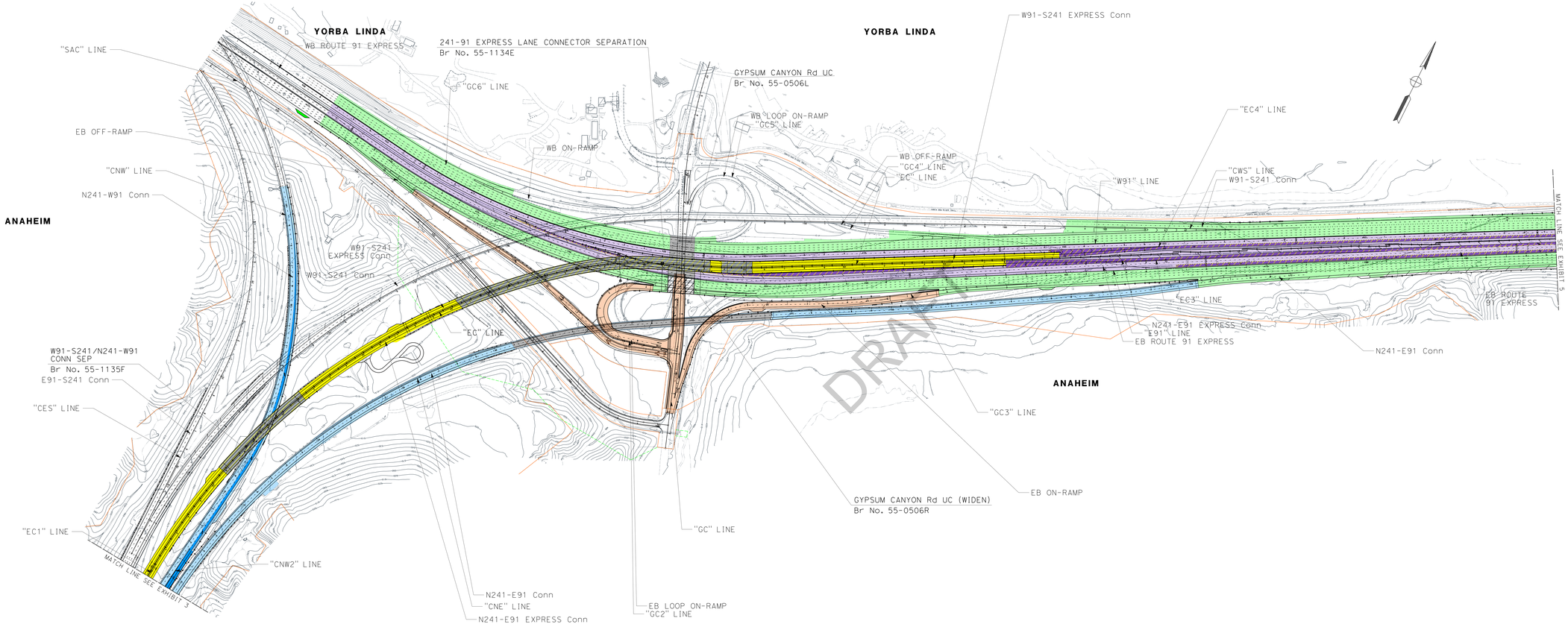
0 100 200

SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

PROJECT BOUNDARY EXHIBIT (DRAFT) AUGUST 2025

*SHEET 3 OF 5*




LEGEND:

GENERAL PURPOSE LANES

EXPRESS LANES

EXPRESS Conn LANE

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)

EXISTING GENERAL PURPOSE LANES (SR 91)

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)

EXISTING GENERAL PURPOSE LANES (SR 241)

EXISTING INTERCHANGE (GYPSUM CANYON)

EXISTING 91 EXPRESS LANES

PROPOSED BRIDGE

EXISTING BRIDGE

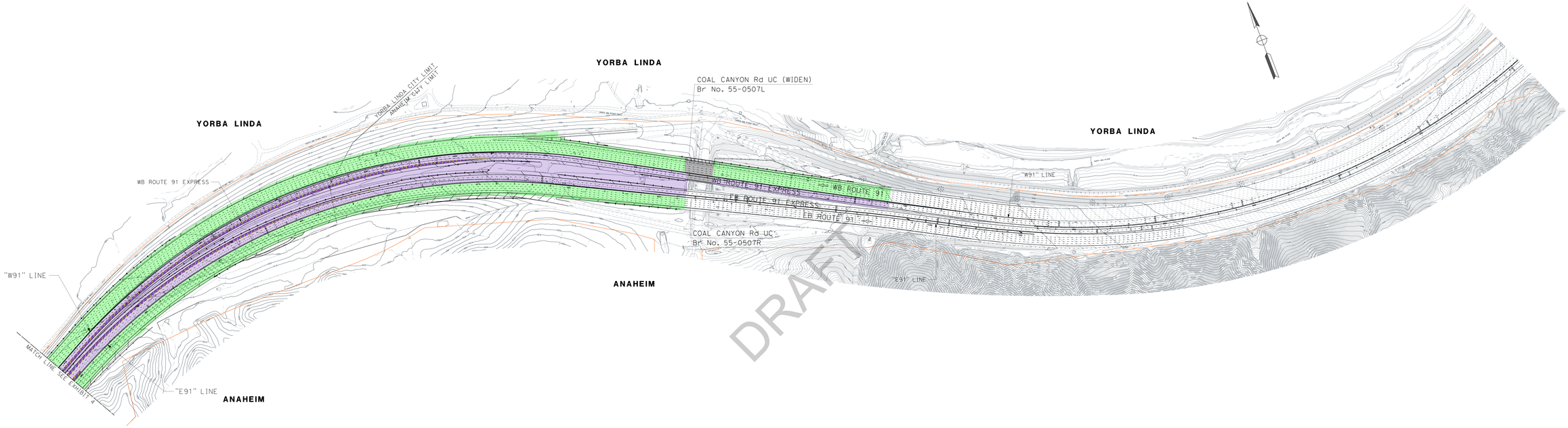
PROPOSED EXPRESS CONNECTOR IMPROVEMENTS

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

PROJECT BOUNDARY EXHIBIT (DRAFT) JULY 2024




LEGEND:

GENERAL PURPOSE LANES

EXPRESS LANES

EXPRESS Conn LANE

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 91)

EXISTING GENERAL PURPOSE LANES (SR 91)

PROPOSED GENERAL PURPOSE LANES IMPROVEMENTS (SR 241)

EXISTING GENERAL PURPOSE LANES (SR 241)

EXISTING INTERCHANGE (GYPSUM CANYON)

EXISTING 91 EXPRESS LANES

PROPOSED BRIDGE

EXISTING BRIDGE

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS

PROPOSED EXPRESS CONNECTOR IMPROVEMENTS WITHIN 91 EXPRESS LANES

SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

PROJECT BOUNDARY EXHIBIT (DRAFT) JULY 2024

*SHEET 5 OF 5*

**DRAFT**

# EXHIBIT v – Not In Use

DRAFT

**DRAFT**

**EXHIBIT vi – Betterments**

DRAFT

**EXHIBIT vi - Betterments**

This Exhibit represents the scope and cost of Betterments agreed to by the Parties that are to be incorporated into the 241/91 Express Connector Project.

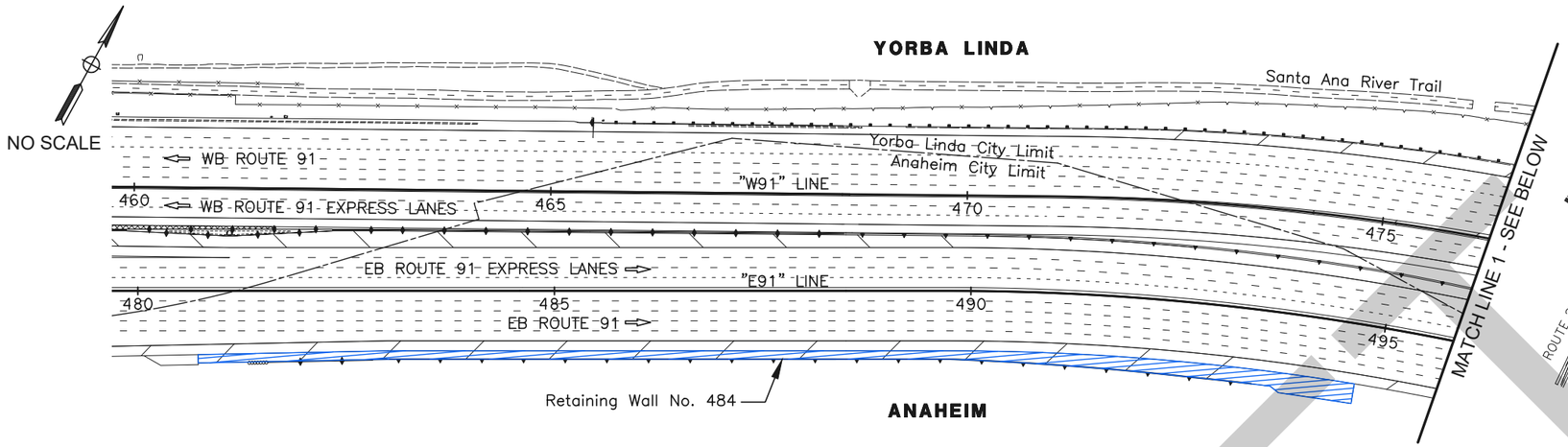
Table below represents costs as estimated as of _____ (date).

Final table and total betterment amounts will be determined after Project Construction Closeout and agreed to in writing by all parties prior to accounting for payment and/or credits to F/ETCA.

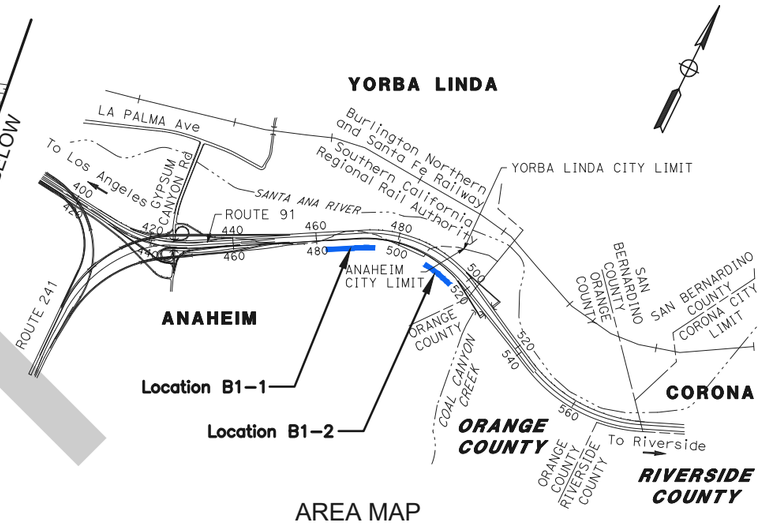
| Ref. No. | Description | Betterment Sponsor (See note 1) | Operations & Maintenance Responsible Party (See note 2) | Agreed to Incorporate into Current PS&E | Incremental Cost Increase | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | Engineering & Final Design + | Environmental Clearance & Permitting + | Construction + | Schedule, Management, & Other | =Total |
| B 1 | Replace miscellaneous section (SS 17) with full depth shoulder section (SS1) in front of EB 91 Retaining Walls (RW484 & RW 514) | RCTC | Caltrans | 10/13/2022 | $ - | $ - | $ 223,000 | $ - | $ 223,000 |
| B 2 | Separate RCTC fiber optic line from shared OCTA conduit | RCTC | RCTC | 3/28/2023 | $ 48,264 | $ - | $ 473,000 | $ - | $ 521,264 |
| B 3 | Additional full depth traveled way pavement to accommodate 91 ECOP Design | RCTC | Caltrans | 5/21/2024 | TCA evaluating concept transmitted by RCTC on 11/05 | Included in ECOP | Anticipated CCO | Anticipated CCO | TBD |
| B 4 | Overhead sign width extension to accommodate ECOP design | RCTC | Caltrans | 5/21/2024 | TCA evaluating concept transmitted by RCTC on 11/05 | Included in ECOP | Anticipated CCO | Anticipated CCO | TBD |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | **Total Betterment Cost** | | **$ 48,264** | | **$ 696,000** | | **$ 744,264** |

Note 1: The cost of these Betterments will be funded by the Betterment Sponsor as shown as a payment and/or credit to F/ETCA.
Note 2: Operations & Maintenance of the Bettermant has been agreed by the Responsible Party as shown.

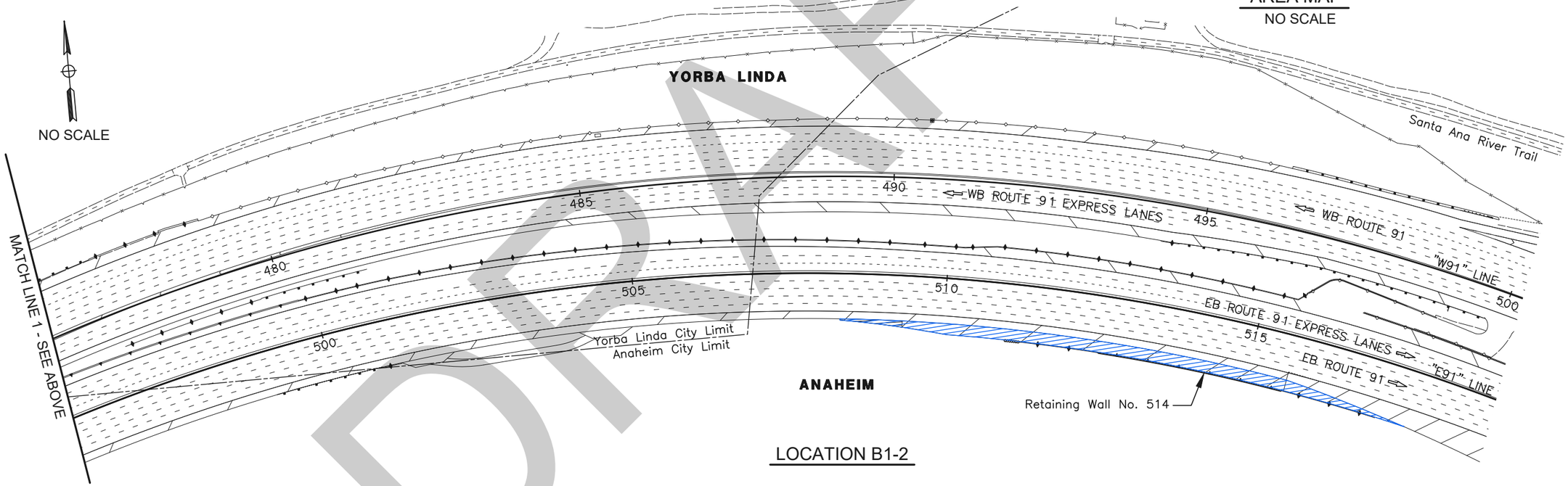
DRAFT




LOCATION B1-1




AREA MAP
NO SCALE




LOCATION B1-2

## PAVEMENT STRUCTURAL SECTIONS:

**1**
- 1.10' Joint Plain Concrete Pavement (JPCP)
- 0.25' Hot Mix Asphalt Type A (HMA)
- 0.90' Class 2 AS Aggregate Base

**17**
- 0.25' Hot Mix Asphalt Type A (HMA)
- 0.50' Class 2 AB Aggregate Base

## LEGEND:

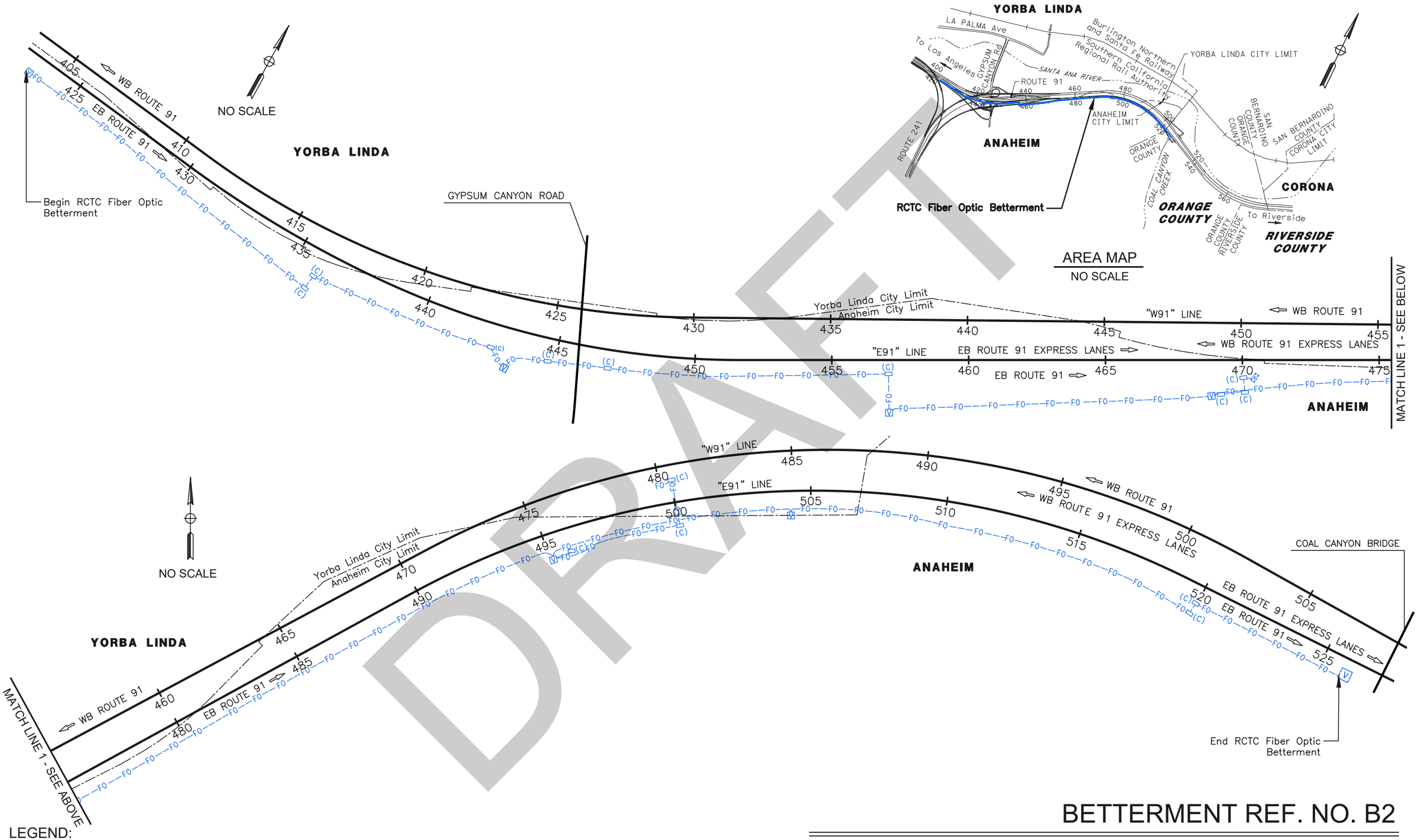
Area of pavement structural section 17 (SS17) to pavement structural section 1 (SS1); Approx. areas Loc.B1–1=17,261 SF and Loc.B1–2=12,860 SF

# BETTERMENT REF. NO. B1

Replace shoulder section with full depth traveled way section (SS17 TO SS1) in front of eastbound SR–91 Retaining Wall No. 484 & Retaining Wall No. 514

Date: June 17, 2024 | Sheet 1 of 1

DRAFT




AREA MAP
NO SCALE

DRAFT

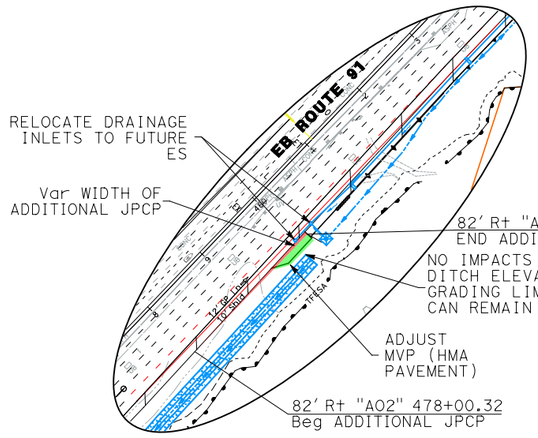
# BETTERMENT REF. NO. B2

New 4" conduit and vaults to separate RCTC fiber optic backbone from existing shared conduit

LEGEND:

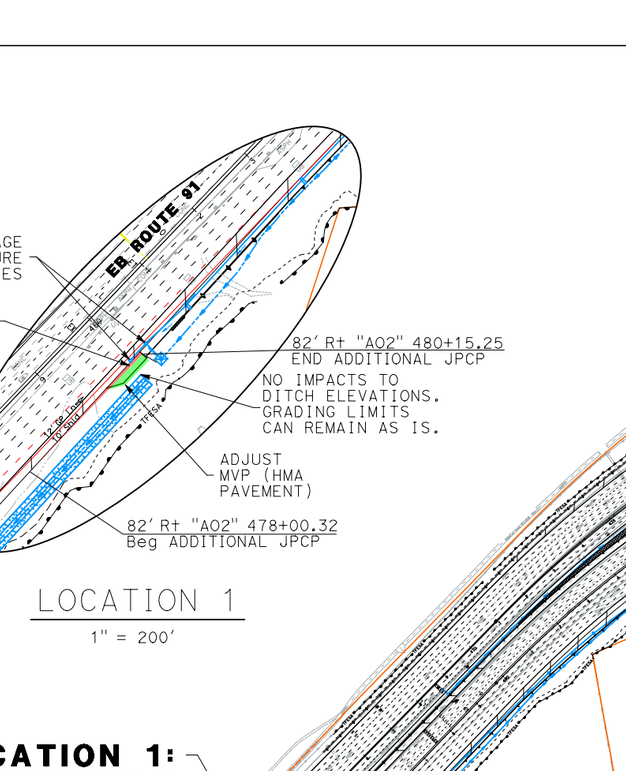
- Proposed splice vault (6 Total)
- (C) Proposed local pull box (14 Total)
- FO RCTC fiber optic line (Approx. 11,546.5 LF)

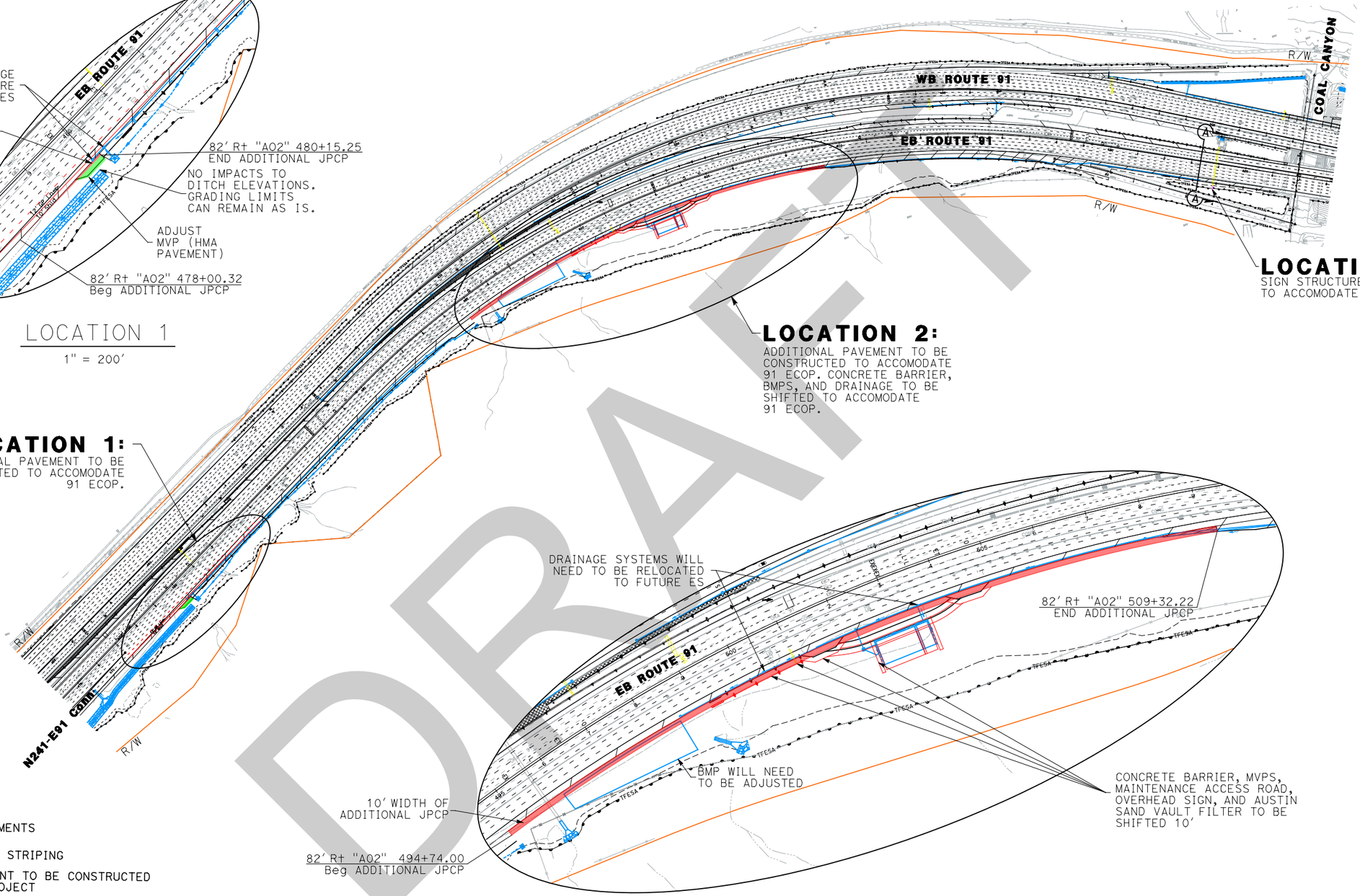
| Date: June 17, 2024 | Sheet 1 of 1 |
|---|---|




LOCATION 1

1" = 200'







LOCATION 2

1" = 200'

## LEGEND:

- 241-91 IMPROVEMENTS
- 91 ECOP FUTURE STRIPING
- 91 ECOP PAVEMENT TO BE CONSTRUCTED WITH 241-91 PROJECT
- 241-91 DRAINAGE
- R/W
- RELOCATED HMA MVP
- 241-91 OVERHEAD SIGN STRUCTURES
- ADDITIONAL 241-91 SIGN STRUCTURE LENGTHENING

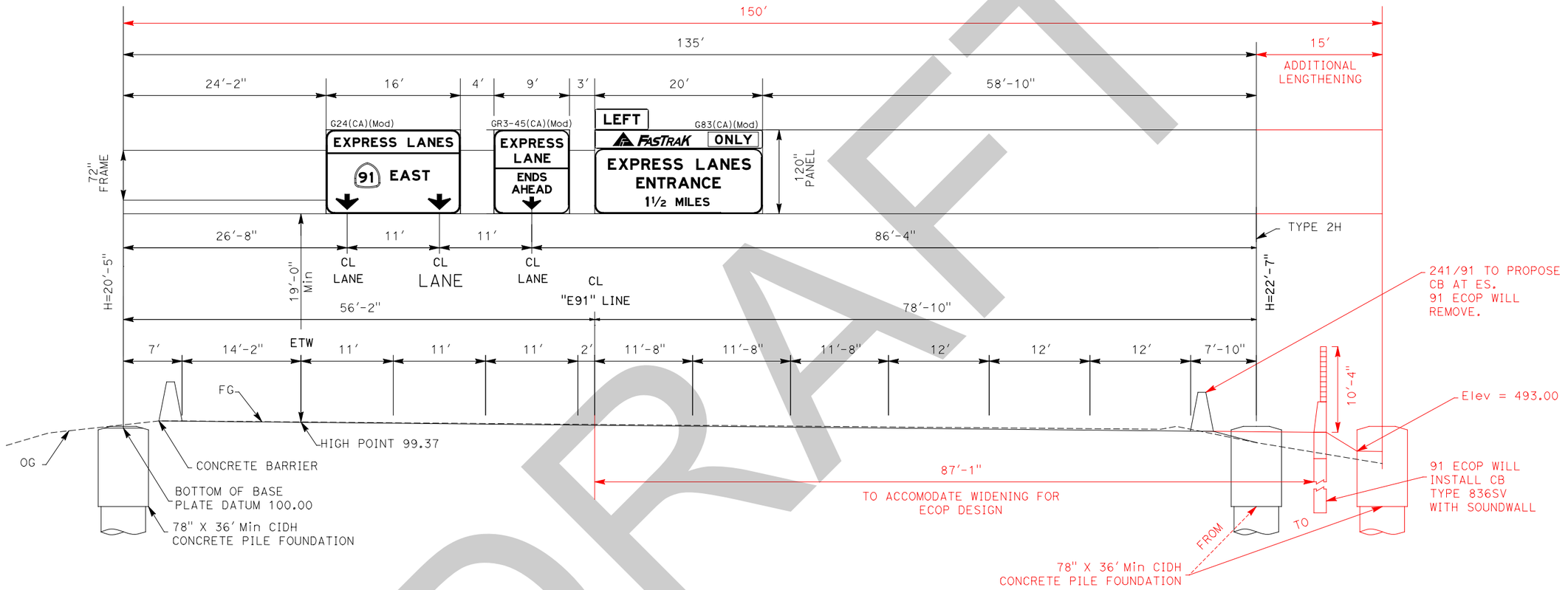
DRAFT

Betterment Ref. No. B3

PARSONS

**241-91 CCO EXHIBIT ADDITIONAL PAVEMENT AND SIGN RELOCATION**

**SCALE: 1" = 400"**




SECTION A-A

LOCATION 3

DRAFT

Betterment Ref. No. B4

PARSONS

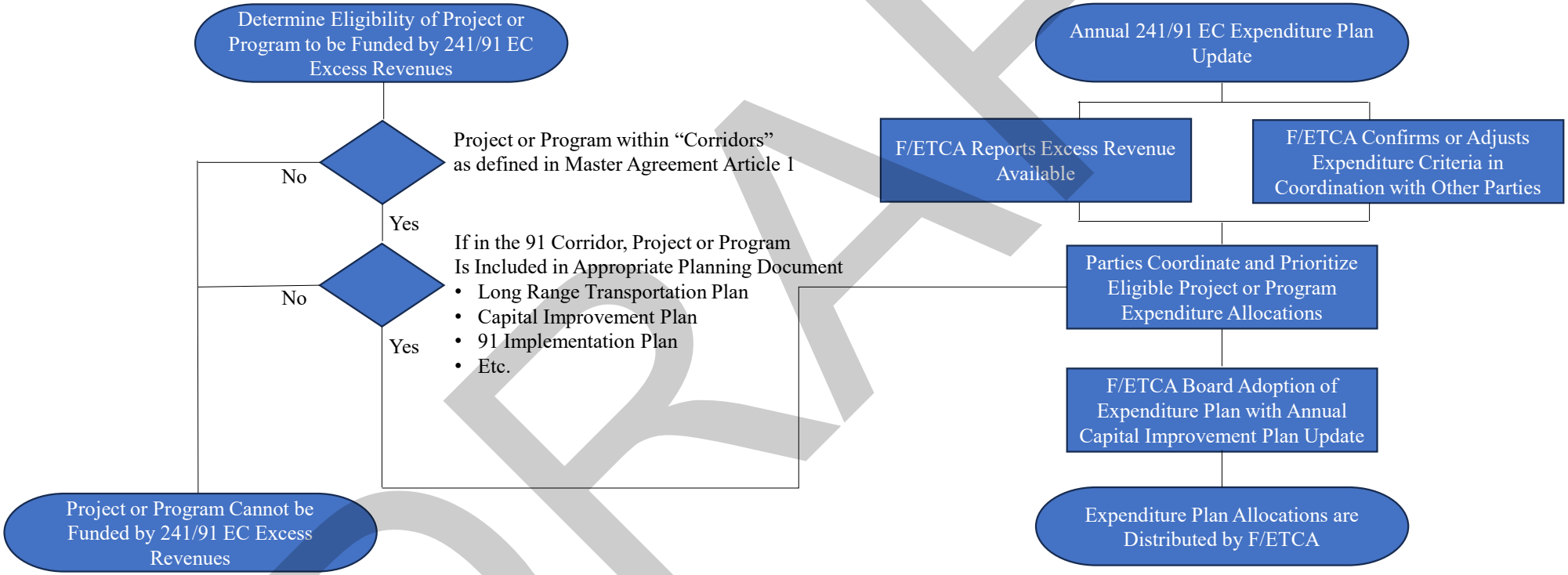
**241-91 CCO EXHIBIT**
**SIGN RELOCATION**
**SECTION A-A**
**NO SCALE**

**DRAFT**

**EXHIBIT vii – Expenditure Plan Process Flowchart**

DRAFT

**Exhibit vii – Expenditure Plan Flow Chart**

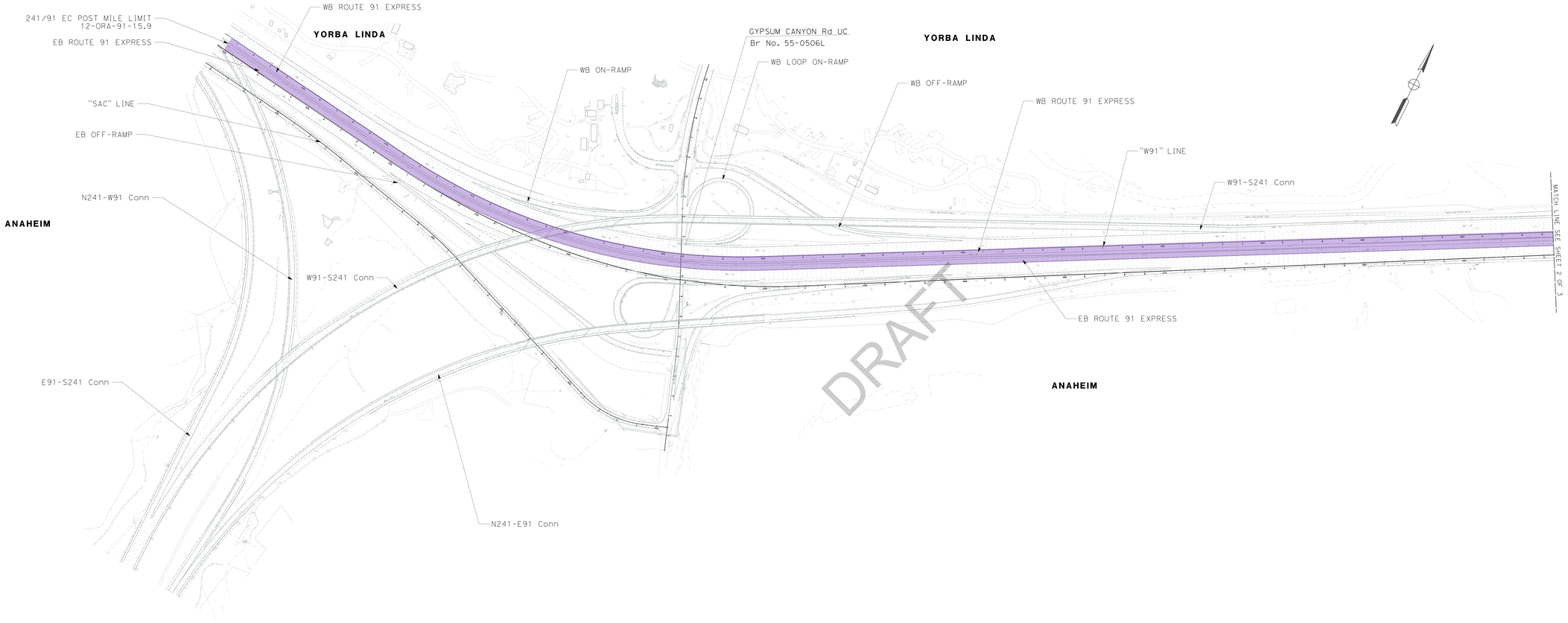



DRAFT

**DRAFT**

**EXHIBIT viii – Existing Express Lanes Maintenance Boundary**

DRAFT




LEGEND:

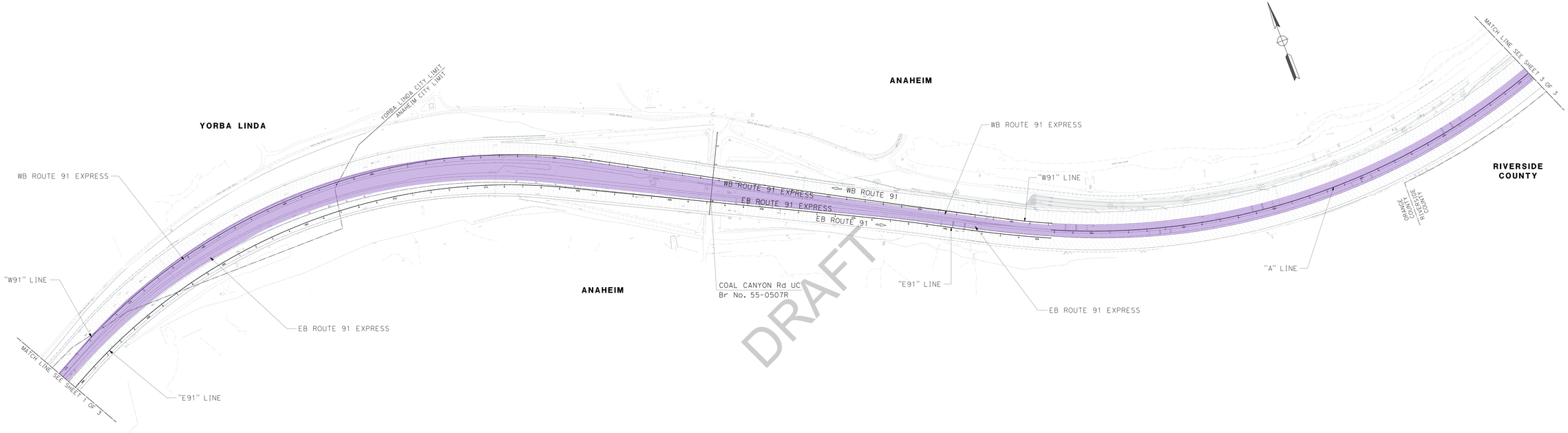
91 EXPRESS LANES PRE-PROJECT MAINTENANCE BOUNDARY

0 100 200
SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

APRIL 2025

*SHEET 1 OF 3*




LEGEND:

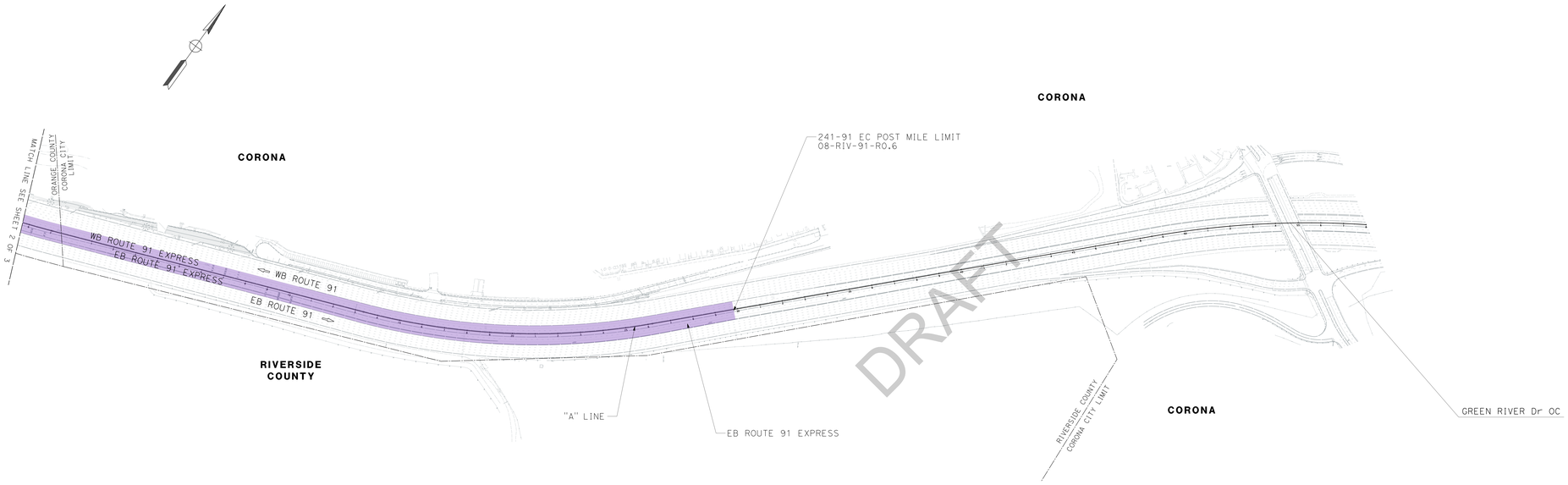
91 EXPRESS LANES PRE-PROJECT MAINTENANCE BOUNDARY

0 100 200
SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

APRIL 2025

*SHEET 2 OF 3*




LEGEND:

91 EXPRESS LANES PRE-PROJECT MAINTENANCE BOUNDARY

0 100 200
SCALE: 1"=100'

# SR 241/SR 91 EXPRESS CONNECTOR PROJECT

APRIL 2025

*SHEET 3 OF 3*

**DRAFT**

# EXHIBIT ix – Reserve Funding Schedule

DRAFT

**241/91 ELC Cash Flow**
**Reserve Balances**

| FISCAL YEAR | Total | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|---|---|---|---|---|---|
| RESERVE DEPOSITS | | | | | | | | | | |
| Operating Reserve * | $ 75,882,374 | $ - | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 |
| Capital Replacement Reserve | $ 58,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| TOTAL ANNUAL RESERVE DEPOSITS | $ 134,382,374 | $ 1,500,000 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 |
| ***RESERVE BALANCES*** | | | | | | | | | | |
| *Operating Reserve* | | | | | | | | | | |
| *Beginning Balance* | | $ - | $ - | $ 3,161,766 | $ 6,370,958 | $ 9,612,242 | $ 12,885,938 | $ 16,192,372 | $ 19,531,870 | $ 22,904,764 |
| Deposit | $ 75,882,374 | $ - | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 |
| Withdrawal * | $ (92,350,854) | $ - | | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Interest | $ 16,468,480 | $ - | $ - | $ 47,426 | $ 79,518 | $ 111,931 | $ 144,668 | $ 177,733 | $ 211,128 | $ 244,856 |
| *Ending Balance* | | $ - | $ 3,161,766 | $ 6,370,958 | $ 9,612,242 | $ 12,885,938 | $ 16,192,372 | $ 19,531,870 | $ 22,904,764 | $ 26,311,386 |
| *Capital Replacement Reserve* | | | | | | | | | | |
| *Beginning Balance* | | $ - | $ 851,146 | $ 1,614,015 | $ 2,360,652 | $ 3,090,806 | $ 3,804,221 | $ 4,337,061 | $ 5,014,578 | $ 5,674,543 |
| Deposit | $ 58,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| Withdrawal for Capital Expenses | $ (60,728,796) | $ (648,854) | $ (756,927) | $ (780,908) | $ (804,978) | $ (829,138) | $ (1,017,791) | $ (877,742) | $ (902,192) | $ (926,743) |
| Interest | $ 2,894,447 | $ - | $ 19,796 | $ 27,545 | $ 35,131 | $ 42,554 | $ 50,631 | $ 55,259 | $ 62,157 | $ 68,879 |
| *Ending Balance* | | $ 851,146 | $ 1,614,015 | $ 2,360,652 | $ 3,090,806 | $ 3,804,221 | $ 4,337,061 | $ 5,014,578 | $ 5,674,543 | $ 6,316,679 |

**ASSUMPTIONS**

| | |
|---|---|
| Operating Reserve Interest Rate | 1.00% |
| Capital Reserve Interest Rate | 1.00% |

Funds are withdrawn each year from the the Capital Replacement Reserve for annual capital expenditures

* Operating Reserve funding equal to 2054-2067 estimated operating expenses. Usage governed by section 16.02 of the Master Agreement. As an example, this exhibit shows the Operating Reserve funds incl. interest being utilized to pay debt starting in 2054.

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**241/91 ELC Cash Flow**
**Reserve Balances**

| FISCAL YEAR | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 |
|---|---|---|---|---|---|---|---|---|---|---|
| RESERVE DEPOSITS | | | | | | | | | | |
| Operating Reserve * | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 |
| Capital Replacement Reserve | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| TOTAL ANNUAL RESERVE DEPOSITS | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 |
| ***RESERVE BALANCES*** | | | | | | | | | | |
| *Operating Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 26,311,386 | $ 29,752,074 | $ 33,227,169 | $ 36,737,015 | $ 40,281,960 | $ 43,862,354 | $ 47,478,552 | $ 51,130,912 | $ 54,819,795 | $ 58,545,567 |
| Deposit | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 |
| Withdrawal * | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Interest | $ 278,923 | $ 313,330 | $ 348,081 | $ 383,179 | $ 418,628 | $ 454,432 | $ 490,594 | $ 527,118 | $ 564,007 | $ 601,265 |
| *Ending Balance* | $ 29,752,074 | $ 33,227,169 | $ 36,737,015 | $ 40,281,960 | $ 43,862,354 | $ 47,478,552 | $ 51,130,912 | $ 54,819,795 | $ 58,545,567 | $ 62,308,597 |
| *Capital Replacement Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 6,316,679 | $ 6,873,879 | $ 7,360,621 | $ 7,945,691 | $ 8,439,822 | $ 8,985,832 | $ 9,436,874 | $ 6,749,606 | $ 7,203,018 | $ 7,635,471 |
| Deposit | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| Withdrawal for Capital Expenses | $ (1,018,560) | $ (1,094,971) | $ (1,001,042) | $ (1,098,318) | $ (1,051,144) | $ (1,152,077) | $ (4,310,690) | $ (1,127,221) | $ (1,152,841) | $ (1,178,599) |
| Interest | $ 75,760 | $ 81,714 | $ 86,111 | $ 92,449 | $ 97,154 | $ 103,119 | $ 123,422 | $ 80,632 | $ 85,294 | $ 89,748 |
| *Ending Balance* | $ 6,873,879 | $ 7,360,621 | $ 7,945,691 | $ 8,439,822 | $ 8,985,832 | $ 9,436,874 | $ 6,749,606 | $ 7,203,018 | $ 7,635,471 | $ 8,046,619 |

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**241/91 ELC Cash Flow**
**Reserve Balances**

| FISCAL YEAR | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 |
|---|---|---|---|---|---|---|---|---|---|---|
| RESERVE DEPOSITS | | | | | | | | | | |
| Operating Reserve * | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ - | $ - | $ - | $ - |
| Capital Replacement Reserve | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| TOTAL ANNUAL RESERVE DEPOSITS | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 4,661,766 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| ***RESERVE BALANCES*** | | | | | | | | | | |
| *Operating Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 62,308,597 | $ 66,109,258 | $ 69,947,925 | $ 73,824,979 | $ 77,740,803 | $ 81,695,785 | $ 85,690,317 | $ 71,555,785 | $ 67,083,817 | $ 62,459,189 |
| Deposit | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ 3,161,766 | $ - | $ - | $ - | $ - |
| Withdrawal * | $ - | $ - | $ - | $ - | $ - | $ - | $ (15,066,769) | $ (5,213,594) | $ (5,322,077) | $ (5,432,262) |
| Interest | $ 638,895 | $ 676,901 | $ 715,288 | $ 754,059 | $ 793,217 | $ 832,767 | $ 932,237 | $ 741,626 | $ 697,449 | $ 651,753 |
| *Ending Balance* | $ 66,109,258 | $ 69,947,925 | $ 73,824,979 | $ 77,740,803 | $ 81,695,785 | $ 85,690,317 | $ 71,555,785 | $ 67,083,817 | $ 62,459,189 | $ 57,678,680 |
| *Capital Replacement Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 8,046,619 | $ 8,436,110 | $ 8,570,526 | $ 8,913,277 | $ 9,144,319 | $ 9,440,214 | $ 9,620,210 | $ 5,867,725 | $ 6,050,728 | $ 6,208,502 |
| Deposit | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| Withdrawal for Capital Expenses | $ (1,204,498) | $ (1,464,768) | $ (1,256,738) | $ (1,372,454) | $ (1,309,596) | $ (1,429,051) | $ (5,383,103) | $ (1,390,125) | $ (1,417,319) | $ (1,444,698) |
| Interest | $ 93,989 | $ 99,185 | $ 99,489 | $ 103,495 | $ 105,491 | $ 109,047 | $ 130,618 | $ 73,128 | $ 75,094 | $ 76,809 |
| *Ending Balance* | $ 8,436,110 | $ 8,570,526 | $ 8,913,277 | $ 9,144,319 | $ 9,440,214 | $ 9,620,210 | $ 5,867,725 | $ 6,050,728 | $ 6,208,502 | $ 6,340,613 |

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**241/91 ELC Cash Flow**
**Reserve Balances**

| FISCAL YEAR | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 |
|---|---|---|---|---|---|---|---|---|---|---|
| RESERVE DEPOSITS | | | | | | | | | | |
| Operating Reserve * | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Capital Replacement Reserve | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| TOTAL ANNUAL RESERVE DEPOSITS | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| ***RESERVE BALANCES*** | | | | | | | | | | |
| *Operating Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 57,678,680 | $ 52,737,008 | $ 47,628,467 | $ 42,347,703 | $ 36,886,436 | $ 31,241,077 | $ 25,403,480 | $ 19,367,179 | $ 13,125,916 | $ 6,673,190 |
| Deposit | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Withdrawal * | $ (5,546,190) | $ (5,664,233) | $ (5,785,978) | $ (5,914,316) | $ (6,044,446) | $ (6,180,912) | $ (6,321,945) | $ (6,467,271) | $ (6,617,070) | $ (6,773,791) |
| Interest | $ 604,518 | $ 555,691 | $ 505,215 | $ 453,049 | $ 399,087 | $ 343,315 | $ 285,645 | $ 226,008 | $ 164,345 | $ 100,601 |
| *Ending Balance* | $ 52,737,008 | $ 47,628,467 | $ 42,347,703 | $ 36,886,436 | $ 31,241,077 | $ 25,403,480 | $ 19,367,179 | $ 13,125,916 | $ 6,673,190 | $ (0) |
| *Capital Replacement Reserve* | | | | | | | | | | |
| *Beginning Balance* | $ 6,340,613 | $ 6,446,613 | $ 6,246,676 | $ 6,296,284 | $ 6,212,440 | $ 6,205,428 | $ 6,060,564 | $ 1,188,002 | $ 1,044,666 | $ 870,733 |
| Deposit | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 | $ 1,500,000 |
| Withdrawal for Capital Expenses | $ (1,472,267) | $ (1,780,808) | $ (1,527,998) | $ (1,662,620) | $ (1,584,560) | $ (1,723,033) | $ (6,473,033) | $ (1,671,072) | $ (1,700,381) | $ (1,729,939) |
| Interest | $ 78,267 | $ 80,870 | $ 77,607 | $ 78,776 | $ 77,547 | $ 78,169 | $ 100,471 | $ 27,735 | $ 26,449 | $ 24,857 |
| *Ending Balance* | $ 6,446,613 | $ 6,246,676 | $ 6,296,284 | $ 6,212,440 | $ 6,205,428 | $ 6,060,564 | $ 1,188,002 | $ 1,044,666 | $ 870,733 | $ 665,652 |

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# EXHIBIT x – Loan Amortization Schedule

The amortization schedule presented is an example that is based on the following:

- Current Traffic and Revenue, and operating expenditure/maintenance requirement forecasts
- Funds set aside by the F/ETCA for projects will reduce the outstanding debt balance
- Operating expenditure reserves of approximately $75 million (see Exhibit ix) are funded from 2030 to 2053 thus reducing funds available to pay debt during this time period (Usage of the reserves governed by section 16.02 of the Master agreement)
- The Operating expenditure reserves are not needed to fund operating expenses from 2054 to 2067 and as such are utilized annually (including interest) to pay the debt starting in 2054. (Usage of the reserves governed by section 16.02 of the Master agreement)
- The debt balance is paid by the Term.

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| | | |
|---|---|---|
| Loan Amount | 524,200,000 | |
| Annual interest rate | 2.5% | estimated rate |
| Loan period in years | 38 | |

| | Total Payment | Principal | Interest | Loan Reduction Equal to Annual Project Funding | Balance |
|---|---|---|---|---|---|
| 1/15/2029 | - | - | - | - | 524,200,000 |
| 7/15/2029 | - | - | - | 770,803 | 531,073,780 |
| 1/15/2030 | 1,116,242 | - | 1,116,242 | - | 536,595,961 |
| 7/15/2030 | 1,116,242 | - | 1,116,242 | 5,250,000 | 536,937,168 |
| 1/15/2031 | 603 | - | 603 | - | 543,648,279 |
| 7/15/2031 | 603 | - | 603 | 5,250,000 | 545,193,279 |
| 1/15/2032 | 302,485 | - | 302,485 | - | 551,705,710 |
| 7/15/2032 | 302,485 | - | 302,485 | 5,250,000 | 553,049,546 |
| 1/15/2033 | 626,879 | - | 626,879 | - | 559,335,787 |
| 7/15/2033 | 626,879 | - | 626,879 | 5,250,000 | 560,450,605 |
| 1/15/2034 | 961,765 | - | 961,765 | - | 566,494,472 |
| 7/15/2034 | 961,765 | - | 961,765 | 5,250,000 | 567,363,888 |
| 1/15/2035 | 1,322,780 | - | 1,322,780 | - | 573,133,157 |
| 7/15/2035 | 1,322,780 | - | 1,322,780 | 5,250,000 | 573,724,542 |
| 1/15/2036 | 1,671,869 | - | 1,671,869 | - | 579,224,230 |
| 7/15/2036 | 1,671,869 | - | 1,671,869 | 5,250,000 | 579,542,664 |
| 1/15/2037 | 2,041,374 | - | 2,041,374 | - | 584,745,573 |
| 7/15/2037 | 2,041,374 | - | 2,041,374 | 5,250,000 | 584,763,519 |
| 1/15/2038 | 2,430,181 | - | 2,430,181 | - | 589,642,881 |
| 7/15/2038 | 2,430,181 | - | 2,430,181 | 5,250,000 | 589,333,236 |
| 1/15/2039 | 2,841,403 | - | 2,841,403 | - | 593,858,499 |
| 7/15/2039 | 2,841,403 | - | 2,841,403 | 5,250,000 | 593,190,328 |
| 1/15/2040 | 3,284,409 | - | 3,284,409 | - | 597,320,798 |
| 7/15/2040 | 3,284,409 | - | 3,284,409 | 5,250,000 | 596,252,898 |
| 1/15/2041 | 3,737,796 | - | 3,737,796 | - | 599,968,264 |
| 7/15/2041 | 3,737,796 | - | 3,737,796 | 5,250,000 | 598,480,072 |
| 1/15/2042 | 4,225,537 | - | 4,225,537 | - | 601,735,535 |
| 7/15/2042 | 4,225,537 | - | 4,225,537 | 5,250,000 | 599,781,692 |
| 1/15/2043 | 4,722,047 | - | 4,722,047 | - | 602,556,916 |
| 7/15/2043 | 4,722,047 | - | 4,722,047 | 5,250,000 | 600,116,831 |
| 1/15/2044 | 5,270,619 | - | 5,270,619 | - | 602,347,673 |
| 7/15/2044 | 5,270,619 | - | 5,270,619 | 5,250,000 | 599,356,400 |
| 1/15/2045 | 5,828,959 | - | 5,828,959 | - | 601,019,396 |
| 7/15/2045 | 5,828,959 | - | 5,828,959 | 5,250,000 | 597,453,179 |
| 1/15/2046 | 6,424,186 | - | 6,424,186 | - | 598,497,158 |
| 7/15/2046 | 6,424,186 | - | 6,424,186 | 5,250,000 | 594,304,187 |
| 1/15/2047 | 7,059,399 | - | 7,059,399 | - | 594,673,590 |
| 7/15/2047 | 7,059,399 | - | 7,059,399 | 5,250,000 | 589,797,610 |
| 1/15/2048 | 7,722,053 | - | 7,722,053 | - | 589,448,027 |
| 7/15/2048 | 7,722,053 | - | 7,722,053 | 5,250,000 | 583,844,075 |
| 1/15/2049 | 8,424,652 | - | 8,424,652 | - | 582,717,474 |
| 7/15/2049 | 8,424,652 | - | 8,424,652 | 5,250,000 | 576,326,790 |
| 1/15/2050 | 9,169,772 | - | 9,169,772 | - | 574,361,103 |
| 7/15/2050 | 9,169,772 | - | 9,169,772 | 5,250,000 | 567,120,844 |
| 1/15/2051 | 9,944,346 | - | 9,944,346 | - | 564,265,509 |
| 7/15/2051 | 9,944,346 | - | 9,944,346 | 5,250,000 | 556,124,481 |
| 1/15/2052 | 10,473,918 | - | 10,473,918 | - | 552,602,119 |
| 7/15/2052 | 10,473,918 | - | 10,473,918 | 5,250,000 | 543,785,728 |
| 1/15/2053 | 11,039,670 | - | 11,039,670 | - | 539,543,380 |
| 7/15/2053 | 11,039,670 | - | 11,039,670 | 5,250,000 | 529,998,002 |
| 1/15/2054 | 20,726,622 | - | 20,726,622 | - | 515,896,355 |
| 7/15/2054 | 20,726,622 | - | 20,726,622 | 5,250,000 | 496,368,438 |
| 1/15/2055 | 16,394,752 | - | 16,394,752 | - | 486,178,291 |
| 7/15/2055 | 16,394,752 | - | 16,394,752 | 5,250,000 | 470,610,768 |
| 1/15/2056 | 17,080,841 | - | 17,080,841 | - | 459,412,561 |

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| | Total Payment | Principal | Interest | Loan Reduction Equal to Annual Project Funding | Balance |
|---|---|---|---|---|---|
| 7/15/2056 | 17,080,841 | - | 17,080,841 | 5,250,000 | 442,824,377 |
| 1/15/2057 | 17,775,666 | - | 17,775,666 | - | 430,584,016 |
| 7/15/2057 | 17,775,666 | - | 17,775,666 | 5,250,000 | 412,940,650 |
| 1/15/2058 | 18,494,295 | - | 18,494,295 | - | 399,608,113 |
| 7/15/2058 | 18,494,295 | - | 18,494,295 | 5,250,000 | 380,858,920 |
| 1/15/2059 | 19,239,495 | 4,799,035 | 14,440,459 | - | 366,380,162 |
| 7/15/2059 | 4,579,752 | - | 4,579,752 | 5,250,000 | 361,130,162 |
| 1/15/2060 | 34,667,627 | 30,153,500 | 4,514,127 | - | 330,976,661 |
| 7/15/2060 | 4,137,208 | - | 4,137,208 | 5,250,000 | 325,726,661 |
| 1/15/2061 | 36,691,904 | 32,620,321 | 4,071,583 | - | 293,106,341 |
| 7/15/2061 | 3,663,829 | - | 3,663,829 | 5,250,000 | 287,856,341 |
| 1/15/2062 | 38,800,564 | 35,202,360 | 3,598,204 | - | 252,653,981 |
| 7/15/2062 | 3,158,175 | - | 3,158,175 | 5,250,000 | 247,403,981 |
| 1/15/2063 | 40,992,755 | 37,900,205 | 3,092,550 | - | 209,503,775 |
| 7/15/2063 | 2,618,797 | - | 2,618,797 | 5,250,000 | 204,253,775 |
| 1/15/2064 | 43,290,537 | 40,737,365 | 2,553,172 | - | 163,516,411 |
| 7/15/2064 | 2,043,955 | - | 2,043,955 | 5,250,000 | 158,266,411 |
| 1/15/2065 | 45,679,934 | 43,701,604 | 1,978,330 | - | 114,564,807 |
| 7/15/2065 | 1,432,060 | - | 1,432,060 | 5,250,000 | 109,314,807 |
| 1/15/2066 | 48,161,355 | 46,794,920 | 1,366,435 | - | 62,519,886 |
| 7/15/2066 | 781,499 | - | 781,499 | 5,250,000 | 57,269,886 |
| 1/15/2067 | 50,755,904 | 50,040,030 | 715,874 | - | 7,229,856 |
| 7/15/2067 | 90,373 | - | 90,373 | 5,250,000 | 1,979,856 |
| 1/15/2068 | 2,004,605 | 1,979,856 | 24,748 | - | - |
| | 785,020,569 | 323,929,197 | 461,091,372 | 200,270,803 | |

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# EXHIBIT xi – Traffic Operations Metrics and Key Operating Agreement Considerations

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## EXHIBIT xi – Traffic Operations Metrics and Key Operating Agreement Considerations

*Traffic Operations Metrics*

1. The operational goal of the Project is to utilize available 91 Express Lanes capacity, without negatively impacting 91 Express Lanes operations within established thresholds. Accordingly, as of the Effective Date, the Parties have established the following set of initial performance metrics and thresholds:

    a) Speeds to be maintained at 60 miles per hour or more in the 91 Express Lanes Critical Zones;

    b) Volumes not to exceed 1500 vehicles per hour on the Express Connector in either direction (north-to-east or west-to south);

    c) Volumes not to exceed 200 vehicles per hour at the eastbound County Line egress; and

    d) Queue length not to exceed 100 vehicle storage at the Toll Connector Meter.

*Key Provisions of the East End Agreement*

1. Through the governance process, the Parties agree to collaborate on monitoring conformance with performance metrics on the 241/91 EC and 91 Express Lanes and work together to optimize performance. Performance will be measured against specific metrics, and adjustments to the Dynamic Pricing Algorithm and the Progressive Demand Management system will be made as needed to accomplish this goal. If all of the conditions outlined below are met then Parties shall review and plan possible actions to be taken, including adjustments to the Progressive Demand Management system.

2. If the following conditions are met for both the NB-to-EB Express Connector and the East End (EB) direction, review is required:

    a) The NB-to-EB Express Connector conditions are any occurrences of more than 370 vehicles per hour during East End super-peak.

    b) The East End super-peak conditions are:

        i. Eastbound McKinley Toll Rate is 25% above baseline; and

        ii. Density across 2-lanes at the mainline toll gantry is 23 vehicles per mile per lane or greater; and

        iii. Average speed across multiple sensors is below 65 miles per hour or queues observed at any location between ingress (approximately at Green River) and terminus (approximately at I-15) is longer than 0.5 miles.

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*Progressive Demand Management*

1. Progressive Demand Management strategies will be applied in the north-to-east direction of the 241/91 EC to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include

    a) Dynamic pricing[1];

    b) Toll Connector Meter;

    c) HOV-only mode; and

    d) Bus/Registered Vanpool mode.

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[1] In the west-to-south direction, the initial strategy will be dynamic pricing only. Additional PDM strategies may require additional infrastructure components not included in the initial construction of the Project.

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# EXHIBIT xii – F/ETCA Member Agencies

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## EXHIBIT xii – F/ETCA Member Cities

The Foothill/Eastern Transportation Corridor Agency, a California joint powers authority comprised of the following member agencies, as of the date first set forth in this Agreement:

- Anaheim
- Dana Point
- Irvine
- Lake Forest
- Mission Viejo
- Orange
- Rancho Santa Margarita
- San Juan Capistrano
- Santa Ana
- Tustin
- Yorba Linda
- County of Orange 3rd District
- County of Orange 4th District
- County of Orange 5th District

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**ATTACHMENT B**

***Draft August 8, 2025***

F/ETCA AGREEMENT NO. ___

OCTA AGREEMENT NO. ___

RCTC AGREEMENT NO. ___

BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,

AND

ORANGE COUNTY TRANSPORTATION AUTHORITY,

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,

FOR

THE OPERATION OF THE 241/91 EXPRESS CONNECTOR

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**Exhibit A – 241/91 Express Connector Toll Facilities**

**Exhibit B – 241/91 Express Connector Toll Assets Diagram**

**Exhibit C – [Reserved]**

**Exhibit D – Progressive Demand Management**

**Exhibit E – Policies and Operating Rules**

**Exhibit F – Traffic Operations Metrics Monitoring Plan**

**Exhibit G – [Reserved]**

**Exhibit H – Maintenance Closure Plan**

**Exhibit I – Closure Periods, Closure Fees, and Liquidated Damages During Construction**

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F/ETCA AGREEMENT NO. _____
OCTA AGREEMENT NO. _____
RCTC AGREEMENT NO. _____

BY AND AMONG

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY,

AND

ORANGE COUNTY TRANSPORTATION AUTHORITY,

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

This Agreement is effective this ___ day of _____, 2025 (the "Effective Date") by and among the Foothill/Eastern Transportation Corridor Agency, a California joint powers authority (hereinafter referred to as "F/ETCA"); the Orange County Transportation Authority, a public entity of the State of California (hereinafter referred to as "OCTA"); and the Riverside County Transportation Commission, a public entity of the State of California (hereinafter referred to as "RCTC"). F/ETCA, OCTA and RCTC may individually be referred to herein as a "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, F/ETCA constructed and operates a tolled highway facility on State Route (SR) 241 between Oso Parkway and SR-91 in Orange County; and

**WHEREAS**, OCTA operates a toll collection facility on SR-91 between SR-55 and the Orange County/Riverside County line ("OCTA 91 Express Lanes"); and

**WHEREAS**, RCTC operates a toll collection facility on SR-91 between Interstate 15 (I-15) and the Orange County/Riverside County Line, including express lane connectors between -91 Express Lanes and 15 Express Lanes ("RCTC 91 Express Lanes"); and

**WHEREAS**, the OCTA 91 Express Lanes and RCTC 91 Express Lanes are referred to, collectively, in this Agreement as the 91 Express Lanes; and

**WHEREAS**, OCTA and RCTC have entered into various agreements for joint implementation, operation, and maintenance of the 91 Express Lanes; and

**WHEREAS**, the Parties desire to develop, construct and operate a direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements to improve throughput between Riverside and Orange Counties, relieve traffic congestion, enhance

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connectivity between the two tolled systems, improve air quality along the corridor, and promote safety for the traveling public, in a manner that does not negatively impact or compromise the operations of SR-241 or the 91 Express Lanes; and

**WHEREAS**, the Parties desire to optimize system performance along the corridor between the SR-241 and the SR-91 and adjacent general purpose lanes; and

**WHEREAS**, the Parties desire to utilize available 91 Express Lanes capacities without negatively impacting the operations of the 91 Express Lanes beyond established capacity thresholds; and

**WHEREAS**, the State of California, Department of Transportation ("Caltrans") owns the right-of-way ("ROW") on which the Project will be constructed as well as the SR-241 Toll Road and 91 Express Lanes ROW and has agreed to cooperate with the Parties regarding the planning, design, construction and operation of the Project; and

**WHEREAS**, coordination among the Parties prior to and during planning, development, construction, and operation of the 241/91 EC is crucial to enable the integration of the toll collection and traffic management systems; mitigate potential impacts that construction and operations may have on the SR-241, 91 Express Lanes, and SR-91; and to ultimately provide for the seamless operation of the 241/91 EC into the SR-241 and the 91 Express Lanes in both Riverside and Orange Counties; and

**WHEREAS**, the Parties, along with Caltrans, entered into an agreement effective _____ that sets forth the roles and responsibilities of the Parties and Caltrans regarding the development, construction, operation and maintenance of the Project (the "Master Agreement"); and

**WHEREAS**, it is the intent of the Parties in entering into this Agreement to more fully establish the obligations of the Parties with respect to the operation and maintenance of the Project toll systems.

**WHEREAS**, F/ETCA authorized this Agreement on ___.

**WHEREAS**, OCTA authorized this Agreement on ___.

**WHEREAS**, RCTC authorized this Agreement on ___.

**NOW, THEREFORE**, it is mutually understood and agreed by the Parties as follows:

## AGREEMENT

### ARTICLE I
### DEFINITIONS

The following terms as used in this Agreement are capitalized and shall have the meaning as provided herein:

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"**91 Express Lanes**" means the toll collection facility located on SR-91 extending between SR-55 to the west and I-15 to the east and the express connectors from the 91 Express Lanes to the 15 Express Lanes. The 91 Express Lanes consist of the OCTA 91 Express Lanes and the RCTC 91 Express Lanes, collectively. "91 Express Lanes" may also refer to OCTA and RCTC acting collectively as the 91 Express Lanes.

"**Accessory Lanes**" means (a) the lane in the westbound direction of the 91 Express Lanes, beginning at the opening of the leftmost paved approach lane to the EC, and extending approximately 4950 feet to a diverge point; and (b) the lane in the eastbound direction of the 91 Express Lanes, beginning at the EC touch down point for the leftmost paved lane and extending approximately 3910 feet to the end of the merge point. For the avoidance of doubt, the Accessory Lanes do not include the inside shoulder or the roadside infrastructure.

"**Alternative Dispute Resolution**" has the meaning set forth in Section 19.01(c).

"**Bus/Registered Vanpool**" is a mode of 241/91 EC operation whereby only buses and vanpools registered with F/ETCA are permitted to use the 241/91 EC.

"**Caltrans**" means the State of California Department of Transportation.

"**CHP**" means the California Highway Patrol.

"**Claims**" has the meaning set forth in Article XVII.

"**Closure**" means any restriction of use of the 241/91 EC, or 91 Express Lanes resulting from the construction, operation and/or maintenance of the 241/91 EC.

"**Closure Fees**" means the fees and liquidated damages paid by F/ETCA to OCTA, RCTC, and F/ETCA for any Closure, including lane reductions of the 91 Express Lanes and the SR 241 toll road, including from construction, operation, and/or maintenance of the 241/91 EC.

"**Critical Zones**" means the portion of the 91 Express Lanes where traffic from both the 91 Express Lanes and the 241/91 EC share the same roadway, and is the focus of density measurement for the purpose of managing Dynamic Pricing and Progressive Demand Management strategy. In the eastbound direction, this zone extends from the touchdown point of the 241/91 EC to the Orange County and Riverside County county line exit. In the westbound direction, it spans from the county line entrance to the location where the connector diverges from the mainline roadway.

"**Cure Activities**" has the meaning set forth in Section 19.03(a).

"**Cure Schedule**" has the meaning set forth in Section 19.03(a).

"**Disclosing Party**" has the meaning set forth in Article IX.

"**Dispute**" has the meaning set forth in Section 19.01.

"**Dynamic Pricing**" means the setting of a toll price in real-time based on level of traffic congestion and other factors.

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"**Dynamic Pricing Algorithm**" means a technological capability of the ETC System that calculates toll pricing in real-time within set parameters, based on real-time inputs/factors such as traffic demand, flow rates, speeds, density, with a goal to achieve a particular objective such as free-flow conditions.

**"Dynamic Pricing Input Values"** shall mean the input factors to the Dynamic Pricing Algorithm.

"**EC**" means the Express Connector.

"**Emergency**" means a circumstance that poses an immediate and grave threat to life or safety, or a serious environmental hazard that cannot be abated except by closure of the 241/91 EC. Closures of or traffic on the general purpose lanes that cause an inconvenience to the public shall not be considered, on their own, an emergency, as used herein.

"**ETC**" means the electronic toll collection.

"**ETC Data**" means all data generated by or accumulated in connection with the operation of the ETC System, including but not limited to traffic volumes, and violation data.

"**ETC Equipment**" means automated vehicle identification systems, video, or other surveillance equipment and enforcement equipment (for Toll Connector Meter, occupancy detection, HOV-Only and Bus/Registered Vanpool enforcement), communications equipment and all other hardware necessary for ETC.

"**ETC Facilities**" means the signs, gantries, and utility connections related to the ETC System.

"**ETC System**" means the ETC Equipment and software, which monitors, controls, or executes the ETC Equipment.

"**Facility Information**" has the meaning set forth in Article IX.

"**FasTrak ™**" means the trademarked electronic toll system that allows motorists to prepay to use any toll road, bridge, or express lane in California.

"**F/ETCA**" means the Foothill/Eastern Transportation Corridor Agency.

"**HOV**" means a High Occupancy Vehicle.

"**HOV ONLY**" means a mode of 241/91 EC operation whereby only vehicles with a minimum number of occupants, as self-declared by their switchable transponder, are permitted to use the 241/91 EC.

"**Incident Management Plan**" means a plan for identifying and responding to impacts to SR-241, SR-91, or the 241/91 EC that have the potential to impact operation of the 241/91 EC and/or the 91 Express Lanes as a result of an incident on the 241/91 EC.

"**Indemnified Parties**" has the meaning set forth in Article XVII.

"**Indemnifying Party**" has the meaning set forth in Article XVII.

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"**OCTA**" means the Orange County Transportation Authority.

"**OCTA 91 Express Lanes**" has the meaning set forth in the Recitals.

"**Progressive Demand Management**" or "**PDM**" means operational control strategies that will be applied to the 241/91 EC to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include Dynamic Pricing, Toll Collector Meter, HOV-only mode, and Bus/Registered Vanpool mode. In the west-to-south direction, the initial strategy will be Dynamic Pricing only. Additional PDM strategies in the west-to-south direction may require additional infrastructure components not included in the initial construction of the Project.

"**Project**" or "**241/91 EC**" has the meaning set forth in Article III.

"**RCTC**" means the Riverside County Transportation Commission.

"**RCTC 91 Express Lanes**" has the meaning set forth in the Recitals.

"**Receiving Party**" has the meaning set forth in Article IX.

"**Revenues**" means toll revenues received from the Project, violation revenues from the Project, and interest earnings on balances from Project bank accounts.

"**Term**" has the meaning set forth in Article XIV.

"**Toll Connector Meter**" (or "TCM") means a traffic control device controlled by the ETC System that regulates the flow of traffic from the 241 EC to the 91 Express Lanes in the north to east direction.

"**Toll Facility**" means the elements comprising the 241/91 EC required for tolled operation, as generally depicted in Exhibit A. Any updates to the Toll Facility, if approved, in writing, by each agency's respective authorized designee, as described in Article XXV, shall be automatically incorporated into Exhibit A of this Agreement without formal amendment.

"**Tolling Infrastructure**" means the ETC Equipment, ETC Facilities, Toll Connector Meter, and all appurtenances necessary for the operation of the 241/91 EC toll collection facility.

"**Traffic Operations Center**" means the facility located in Anaheim, California operated by OCTA and RCTC for the purposes of monitoring traffic and roadway facilities and services on the 91 Express Lanes.

"**Traffic Operations Metrics**" means a set of metrics agreed to by the Parties as a means to measure the performance of the 241/91 EC and 91 Express Lanes traffic conditions. Section 7.03(d) includes the individual metrics. The Dynamic Pricing Algorithm, Progressive Demand Management System and operating policies of the 241/91 EC will be adjusted to meet these Traffic Operations Metrics.

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## ARTICLE II
## PURPOSE

The purpose of this Agreement is to define the responsibilities and obligations of the Parties with regard to the operation, maintenance, and approach to tolling of the 241/91 EC.

## ARTICLE III
## PROJECT DESCRIPTION

The project shall include the planning, design, construction, operation, and maintenance of the direct, tolled connector linking the northbound SR-241 toll road to the eastbound 91 Express Lanes and the westbound 91 Express Lanes to the southbound SR-241 toll road and related corridor improvements, consistent with the Build Alternative described in the Supplemental Final EIR/EIS and any changes that result from any environmental revalidations or informed by the traffic analysis agreement by the Parties ("241/91 EC" or the "Project").

## ARTICLE IV
## COMPONENTS OF AGREEMENT AND INTERPRETATION

Section 4.01 **Entire Agreement; Severability; Interpretation of Terms**. This Agreement and Exhibits hereto constitute the expression of the Parties' intent and understanding with respect to the terms discussed herein and supersede all prior representations, understandings, and communications relating to the terms discussed herein. 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. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as set forth in Article I, Definitions. Where this Agreement uses the term "including" it shall mean including but not limited to, unless otherwise specifically indicated.

Section 4.02 **Agreement Interpretation**.

(a) This Agreement and each of the exhibits are all an essential part of the Parties' agreement and should be interpreted in a manner that harmonizes their provisions. However, if an actual conflict exists, the following descending order of precedence shall apply:

(i) Agreement Amendments adopted in accordance with this Agreement;

(ii) The terms of this Agreement, excluding any exhibits;

(iii) All Exhibits attached hereto;

Section 4.03 **No Waiver**. A Party's failure to insist in any one or more instances upon any other Party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future performance of such terms or conditions, and the defaulting Party's obligation in respect thereto shall continue in full force and effect. This Agreement may be amended or modified only by mutual written agreement of the Parties.

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## ARTICLE V
## RELATIONSHIP TO OTHER AGREEMENTS

Unless otherwise provided for in this Agreement, this Agreement is separate from and does not directly, or by implication, modify or replace any other cooperative agreement or memorandum of understanding among the Parties regarding the Project or any of the adjacent or connected facilities described herein. If there is a conflict between this Agreement and any prior understanding related to the operation and maintenance of the Project, the terms of this Agreement shall prevail. [Notwithstanding, if there is a conflict between this Agreement and the Master Agreement, then the Master Agreement prevails.]

## ARTICLE VI
## COOPERATION AMONG PARTIES

Each Party hereto will cooperate with the other Parties and, among other actions and consistent with their role and appropriate exercise of discretion, will promptly consider, execute, and deliver such additional reviews, approvals, agreements, assignments, endorsements, and other documents as the other Parties hereto may reasonably request to carry out the full intents and purposes of this Agreement.

## ARTICLE VII
## OPERATING GUIDELINES

Section 7.01 **Toll Facilities**.

(a) F/ETCA will procure and install the ETC System and ETC Facilities necessary to operate the Project. The location of the ETC System and Facilities will be as listed in Exhibit A and diagrammed in Exhibit B.

(b) All Parties will provide input into the design of the signage, traffic measurement/monitoring locations, Dynamic Pricing Algorithm, Progressive Demand Management configuration, and considerations for ETC Data. OCTA and RCTC will have final approval of the Dynamic Pricing Algorithm and Progressive Demand Management configuration.

Section 7.02 **Operating Rules**.

(a) F/ETCA will operate and maintain the 241/91 EC 24-hours a day, 7 days a week, including holidays.

(b) F/ETCA will be responsible for processing toll and violation transactions, ensuring enforcement services are provided (see Section 7.06) and establishing customer accounts, providing customer service and collecting the associated revenue.

(c) A valid transponder will be required to use the 241/91 EC. A customer who uses the 241/91 EC without a valid transponder or FasTrak account will be issued a toll violation evasion notice and are not eligible for F/ETCA's five (5) day grace toll payment program.

Section 7.03 **Tolling and Demand Management Approach**.

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(a) A Progressive Demand Management strategy will be utilized on the 241/91 EC to control traffic density on the connector and into the eastbound and westbound Critical Zones. The strategy incorporates multiple levels of connector control that are described in Exhibit D.

(b) Dynamic Pricing with no maximum toll rate and Progressive Demand Management will be used on the 241/91 EC to preserve congestion-free conditions on the 241/91 EC and the 91 Express Lanes. Exhibit D "Progressive Demand Management" and Exhibit E "Policies and Operating Rules" provide further detail on these tools and their use.

(c) 91 Express Lanes operating policies shall govern where there is a conflict with other F/ETCA's operating policies.

(d) The following Traffic Operations Metrics have been established to ensure the 91 Express Lanes is not negatively impacted by the 241/91 EC:

(i) maintaining minimum speeds of 60 mph in the 91 Express Lanes eastbound and westbound Critical Zones,

(ii) no more than 1500 vehicles per hour on the 241/91 EC,

(iii) no more than 200 vehicles per hour egressing from the eastbound Critical Zone, and

(iv) no more than 100 vehicles in queue on the 241/91 EC.

(e) For the 91 Express Lanes, it is a goal to utilize available capacity without negatively impacting 91 Express Lanes operations and toll rates beyond established capacity thresholds.

(f) The Dynamic Pricing Algorithm and Progressive Demand Management system shall be developed in partnership with the Parties. F/ETCA shall operate and control the Dynamic Pricing Algorithm and Progressive Demand Management system, while OCTA and RCTC shall have final approval for both.

(g) The Parties shall work jointly to calibrate the Dynamic Pricing Algorithm and Progressive Demand Management system and related policies. The governance process as described in Exhibit F shall guide any changes to the Dynamic Pricing Algorithm and Progressive Demand Management system. F/ETCA shall have the right to propose changes, and OCTA and RCTC have final approval for any proposed changes and shall reasonably assess a request and respond to F/ETCA in accordance with Exhibit F.

Section 7.04 **Toll Rate Setting**.

F/ETCA will be responsible for adoption and implementation of a toll rate policy for the 241/91 EC, consistent with Exhibit E, Attachment 1.

Section 7.05 **Traffic Operations Metrics Monitoring and Governance**.

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(a) The Parties agree to collaborate on monitoring conformance with performance metrics on the 241/91 EC and 91 Express Lanes and work together to optimize performance. Performance will be measured against the Traffic Operation Metrics and adjustments to the Dynamic Pricing Algorithm and Progressive Demand Management system will be made as needed to accomplish this goal. A Traffic Operations Metrics Monitoring and Governance Plan is described in Exhibit F.

(b) Upon commencement of live 241/91 EC operations, operational and performance data will be periodically reviewed by the Parties in accordance with Exhibit F. The frequency of review may be adjusted upon agreement of the Parties.

(c) F/ETCA shall make available operational and performance data for the 241/91 EC, while OCTA and RCTC will make available data for their respective portions of the 91 Express Lanes. The Parties shall agree to the format and frequency of the required data and to facilitate the necessary reviews.

(d) F/ETCA shall reimburse OCTA and RCTC for contractor, consultant and staff costs related to the production of data, analyzing of data and management of the 241/91 EC operation through the term of this Agreement. F/ETCA agrees to pay invoices within 30 days of receipt.

Section 7.06 **Enforcement Approach**.

(a) In order to maximize the effectiveness of the Progressive Demand Management strategy described in Section 7.03, F/ETCA agrees to pursue implementation of a hybrid approach to enforcement, wherein traditional enforcement activities by California Highway Patrol (CHP) are augmented by the use of automated technologies that create additional deterrents.

(b) **California Highway Patrol**. F/ETCA shall be responsible for entering into agreements with California Highway Patrol (CHP) for 241/91 EC related enforcement. The Parties will agree to the hours and level of enforcement required to ensure proper enforcement of the traffic control meter and occupancy policies.

(c) **Toll Connector Meter**. F/ETCA shall confirm the technical feasibility of augmenting the ETC System as needed to detect motorists who proceed past the limit line when the Toll Connector Meter displays a red signal. If technical feasibility is confirmed, F/ETCA will implement the ETC System with this augmentation so that motorists who proceed past a red signal will be charged a higher toll. If technical feasibility is not confirmed, F/ETCA will identify the amount of additional CHP enforcement that will be needed to meet the performance metrics identified in Section 7.03(d).

(d) **HOV-Occupancy**. F/ETCA shall implement an automated system to detect HOV violators whose declared occupancy exceeds actual occupancy. Non-compliant vehicles will be charged a higher toll.

(e) **HOV-Only Mode**. F/ETCA shall augment the ETC System as needed to detect vehicles that proceed onto the 241/91 EC while the 241/91 EC is in HOV-only mode and do not meet the occupancy requirement. F/ETCA will implement the ETC System with this augmentation

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so that motorists who proceed onto the 241-91 EC while it is in HOV- only mode will be charged a higher toll.

(f) **Bus/Registered Vanpool Mode**. F/ETCA shall augment the ETC System as needed to detect ineligible vehicles that proceed onto the 241/91 EC while the 241/91 EC is in Bus/Registered Vanpool mode. F/ETCA will implement the ETC System with this augmentation so that ineligible motorists who proceed onto the 241-91 EC while it is in Bus/Registered Vanpool will be charged a higher toll.

Section 7.07 **Emergencies**.

(a) The Parties agree to share resources in cases of Emergencies in the area of the 241/91 EC, and to provide mutual aid as needed. The parties agree to coordinate the suspension of tolling when the safety of the motoring public is at risk and the Parties' respective policies allow for such suspension.

(b) Closures due to Emergencies shall be limited to the shortest reasonable time to address the emergency situation and each Party shall act with all due diligence to address such emergency.

Section 7.08 **Incident Management**.

(a) The Parties agree to cooperate on the timely, safe, and effective management and response to vehicle collisions and other incidents occurring on the 241/91 EC or affecting the Tolling Infrastructure. Roles, responsibilities, and procedures will be documented in an Incident Management Plan that will be agreed to by the Parties.

(b) F/ETCA shall be responsible for entering into an agreement for freeway service patrol (FSP) services for the 241/91 EC, which may be accomplished by F/ETCA being added to OCTA's FSP agreement with its FSP provider.

Section 7.09 **Additional Operational Agreements**.

The Parties agree to meet and confer and enter into additional operating agreements related to the operational support of the 241/91 EC. Operating agreements and a high-level scope of work identified and agreed upon as needed are as follows. Additional operating agreements other than those identified in this section may be necessary, which the Parties will agree to add. F/ETCA agrees to reimburse OCTA and RCTC for consultant and staff costs related to the management of such operating agreements.

(a) Traffic Operations Center

(i) The Parties agree to enter into a Traffic Operations Center Services Agreement whereby the 91 Express Lanes Traffic Operations Center observes the 241/91 EC traffic and coordinates incident response and closures, monitors the 241/91 EC variable signage for accuracy of information, and retains logs of incidents and closures and the 91 Express Lanes Traffic Operations Center System is upgraded to include the 241/91 EC data.

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(ii) F/ETCA agrees that these services will be performed by the contractor(s) that performs the services for the 91 Express Lanes and that the scope of services, performance measures and reporting requirements will be consistent with those in the existing OCTA/RCTC contract(s). Any damages paid by the contractor directly related to the 241/91 EC will be remitted to F/ECTA.

(iii) F/ETCA agrees that OCTA and RCTC will negotiate the cost of these services with their existing and future contractor and provide F/ETCA with a proposal for their review and comment.

(iv) F/ETCA agrees to reimburse OCTA and RCTC when invoiced for all one-time costs incurred to incorporate the 241/91 EC into the Traffic Operations Center. Costs are anticipated to include the configuration of the 241/91 ELC signs, cameras, and other hardware costs to manage these components. These costs include, but are not limited to, updating training, hardware purchases, and software changes. F/ETCA agrees to pay invoices within 30 days of receipt.

(v) F/ETCA agrees to reimburse OCTA and RCTC when invoiced for any ongoing incremental costs due to the inclusion of the 241/91 EC. Incremental costs are expected to manage the additional responsibilities and incorporate the additional cameras and data feeds from the 241/91 EC. If the existing contractor(s) are replaced at any time in the future, F/ETCA agrees to pay additional costs when invoiced for the inclusion of the 241/91 EC in the new contracts. The methodology for calculating additional costs will be provided by the contractor(s) or agreed upon by the Parties. F/ETCA agrees to pay invoices within 30 days of receipt.

(vi) F/ETCA agrees that OCTA and RCTC will manage the TOC services and that any requests or direction to the contractors should be made through OCTA and RCTC.

(b) Freeway Service Patrol

(i) OCTA and F/ETCA agree to enter into an agreement whereby Freeway Service Patrol is provided for the 241/91 ELC under OCTA Freeway Service Patrol Contracts.

(ii) OCTA agrees to incorporate the Freeway Service Patrol for the 241/91 EC in its current and future 91 Express Lanes Freeway Service Patrol Contracts.

(iii) F/ETCA agrees that the Freeway Service Patrol will be overseen and managed by the OCTA and California Highway Patrol and that all FSP service will be deployed using standard FSP program methodologies and operating guidelines.

(iv) OCTA, F/ETCA, and California Highway Patrol program managers will work together to determine the best option for expanding the OCTA Freeway Services Patrol to include the 241/91 EC. OCTA and California Highway Patrol reserve the right to modify FSP deployment plans as necessary to ensure adequate coverage.

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(v) F/ETCA agrees to reimburse OCTA for the hourly cost of FSP tow trucks added to service the 241/91 EC as well as ongoing expenses related to the expanded services for the 241/91 EC. Ongoing expenses include the procurement, installation, and maintenance of vehicle tracking, data collection, and communications hardware, as well as associated monthly and periodic costs (e.g., cellular data, voice services, and equipment repairs). All expenses will be billed at OCTA-contracted or approved rates for equipment and services.

(vi) F/ETCA agrees to pay OCTA invoices for FSP services within 30 days of receipt.

(c) Shared Costs Reimbursement

(i) OCTA agrees to allow F/ETCA to utilize a portion of the OCTA 91 westbound price sign located west of Green River Road to display the 241/91 EC price. OCTA shall be responsible for providing maintenance and electrical power to the sign. F/ETCA shall reimburse OCTA for 50% of the cost of these services.

(ii) OCTA will make its best efforts to minimize any malfunctions and outages by performing routine maintenance and taking appropriate action to conduct repairs. All maintenance and outages for the 91 westbound price sign will be communicated to F/ETCA promptly.

(iii) F/ETCA agrees that OCTA is not responsible for any damages or lost toll revenue due to the 91 westbound price sign being unavailable or malfunctioning.

(iv)

F/ETCA shall be responsible for the OCTA 91 westbound price sign controller and any fiber feeds related to the 241/91 EC.

(v) OCTA agrees to maintain a contractor to provide oversight of the Express Lanes roadside services. F/ETCA agrees to reimburse OCTA for any costs associated with the oversight of the 241/91 ELC incurred by the roadside contractor.

(vi) F/ETCA agrees to reimburse OCTA for half of the cost to replace the shared westbound changeable message sign. The sign will be replaced by OCTA at its discretion along with the other 91 Express Lanes signs.

(vii) The methodology for calculating additional costs related to the 241/91 EC will be provided by the contractor(s) or agreed upon by the Parties.

(viii) F/ETCA agrees to reimburse OCTA for any shared maintenance and incremental infrastructure costs as defined in this Section 7.09 and in [Section 7.01(a)(xx) of] the Master Agreement.

Section 7.10 **Facility Maintenance, Improvements, and Projects.**

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(a) F/ETCA will collaborate with Caltrans on maintaining the 241/91 EC roadway and will coordinate maintenance activities with OCTA and RCTC as needed.

(b) F/ETCA will maintain ETC Equipment and ETC Facilities for the Project in a state of good repair and will coordinate with OCTA and RCTC as needed.

(c) All Toll Facility related maintenance activities and responsibilities are described in the 241/91 Express Connector Maintenance Plan in Exhibit H.

(d) Each Party will perform maintenance related activities and future improvements in a manner which minimizes disruption to the toll facilities. The Parties agree to follow the advance communication processes outlined in Exhibit H.

(e) F/ETCA agrees to adhere to the permitted closure windows provided in Exhibit H.

(f) In all instances of F/ETCA requested and approved closures, F/ETCA agrees to reimburse OCTA and RCTC for lost toll revenue related to closures that require a closure of the 91 Express Lanes or otherwise reduce the capacity of the 91 Express Lanes. OCTA and RCTC will not reimburse F/ETCA for lost toll revenue related to closures of the 91 Express Lanes which impact the 241/91 EC. OCTA and RCTC will provide F/ETCA with toll revenue amounts for reimbursement based on historical gross potential toll revenue for the same day and time period, as described in Exhibit H.

Section 7.11 **Customer Messaging**.

(a) The Parties agree to coordinate on-road messages, customer communication and marketing messages to ensure clear and consistent messaging to motorists.

(b) **Signage**. F/ETCA shall provide and maintain on-road signage on northbound SR241 approaching the 241/91 EC that clearly indicates availability and pricing for the northbound to eastbound 241/91 EC. OCTA agrees to share its existing on-road Changeable Messaging Sign (CMS) west of Green River Road with F/ETCA for purposes of displaying availability and pricing information for the westbound to southbound 241/91 EC. Any costs necessary to modify and maintain the existing CMS to serve that purpose will be paid by F/ETCA.

(c) **Website**. F/ETCA will provide information on its website regarding the 241/91 EC and contact information for resolving any matters related to the 241/91 EC. F/ETCA will provide RCTC and OCTA with agreed upon web ready information for inclusion on the 91 Express Lanes website.

(d) **Marketing and Public Education**. F/ETCA shall be responsible for the marketing and public education and will coordinate marketing content and activities with OCTA and RCTC. Six months prior to commencement of revenue service, F/ETCA will draft a Marketing and Public Education plan that includes information such as:

- How the 241/91 EC works, with details on Progressive Demand Management
- How to use the express connector during super-peak periods (HOV only

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and Bus/Registered Vanpool modes)
- The difference between HOV only access versus the HOV discount
- What happens if customers do not comply with the different progressive demand management modes, including the toll connector meter, HOV only mode, and Bus/Registered Vanpool mode.
- FAQs about 241/91 EC Operations and why the 241/91 EC is restricted to HOV/carpools only during the super-peak

Materials shall be provided for review and comment by OCTA and RCTC, and F/ETCA shall resolve comments in good faith and in a timely manner. .F/ETCA shall provide 30 days advance notice of marketing efforts so that OCTA and RCTC can prepare their customer service staff to address any inquiries related to the marketing and public education campaign.

(e) **91 Express Lanes Customer Service Impact**. OCTA and RCTC shall provide F/ETCA with aggregated de-identified data regarding customer inquiries and issues related to the 241/91 EC in compliance with SHC § 31490. F/ETCA will evaluate such data and prepare additional public education to address any issues or confusion due to the 241/91 EC. F/ETCA agrees to compensate the 91 Express Lanes for documented increases in effort within the 91 Express Lanes customer service center due to the 241/91 EC up to one year following the opening of the 241/91 EC.

## ARTICLE VIII
## PAYMENTS

Section 8.01 **Closure Fees**.

(a) F/ETCA agrees to Closure periods and to pay Closure Fees to OCTA and RCTC, in the month that the Closure occurs, for any Closure, including lane reductions, and/or maintenance of the 241/91 EC. During and related to construction, the schedules for such Closure Fees are attached as Exhibit I. Any updates to the methodology, if approved, in writing, by each agency's respective authorized designee, as described in Article XXV, shall be automatically incorporated into Exhibit I of this Agreement without formal amendment. During and related to operations and maintenance, the methodologies for such compensation during operation are in Exhibit H. F/ETCA will also pay Closure Fees to itself for any Closure of the SR 241 toll road, including connectors, resulting from the construction, operation, and/or maintenance of the 241/91 EC. F/ETCA shall seek no Closure Fees from OCTA, RCTC or Caltrans for Closure of the 241/91 EC due to Closure of the 91 Express Lanes or SR 241 toll road.

(b) Should repairs to the 91 Express Lanes be needed during and after construction and maintenance activities, F/ETCA shall reimburse OCTA and/or RCTC for all applicable costs, other than direct staff costs, including Closure Fees, during the time that the 91 Express Lanes facility is not fully available for use or affecting operations.

(c) Closure Fees shall be included in the calculation of costs for reimbursement of project development as specified in the Master Agreement; provided that estimated Closure Fees

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are not subject to the ninety (90) day advance notice requirement in Section 9.03(a) of the Master Agreement

(d) Reserves set aside for the development, maintenance, repair, rehabilitation, improvement, reconstruction, administration and operation of the 241/91 EC shall include Closure Fees.

(e) Prior to dissolution of F/ETCA pursuant to Section 15.02 of the Master Agreement and if Caltrans is designated as the successor operator, F/ETCA shall pay a lump sum amount to OCTA and RCTC for Closure Fees for the period between F/ETCA's dissolution and the end of the Term. The amount shall be calculated by averaging the annual Closure Fees incurred from Closure of the 241/91 EC for the three years prior to the year the meet and confer described in Section 16.02 of the Master Agreement occurs to determine the expected Closure Fees for the period from F/ETCA's dissolution to the end of the Term. For the avoidance of doubt, this lump sum amount shall be the sole remedy for Closure Fees resulting from Closure. The lump sum amount shall be funded from the excess operating expenditure reserve described in Section 16.02(b) of the Master Agreement at the time of F/ETCA's dissolution and paid to OCTA and RCTC prior to the successor operator's use of the excess operating expenditure reserve to pay operating expenses and repay Project debt pursuant to Section 16.02(b) of the Master Agreement.

Section 8.02 **Payment Agreement**. The parties will enter into a reciprocal agreement whereby the mechanism and approval for payment of costs attributable to this Agreement and complimentary agreements is approved by each of the Parties. In January of each year the Parties will establish the annual budget for reimbursement under this Agreement.

## ARTICLE IX
## INFORMATION AND DATA SHARING

The Parties understand and agree that certain information and data related to each Party's respective toll facilities (i.e., OCTA 91 Express Lanes, RCTA 91 Express Lanes, and SR-241), including data listed in Exhibit H (hereinafter referred to as "Facility Information"), may be shared with the other Parties for purposes consistent with this Agreement. A Party that receives Facility Information related to another Party's toll facilities (the "Receiving Party") agrees to use said Facility Information only for purposes specified in this Agreement, which may include sharing Facility Information with employees, agents, and/or consultants who require access for a purpose specified in this Agreement and who agree not to use or disclose the information other than for such purpose.

If a Receiving Party receives a request to disclose another party's ("Disclosing Party") Facility Information, pursuant to the California Public Records Act (CPRA) or otherwise, the Receiving Party shall promptly notify the Disclosing Party within five (5) days of receiving the request. If the Disclosing Party promptly notifies the Receiving Party of its intent to seek legal relief to protect its Facility Information from disclosure, then the Receiving Party will afford the Disclosing Party a reasonable opportunity to seek appropriate legal relief, at the Disclosing Party's sole cost and expense, to protect its Facility Information, unless the Receiving Party believes, in good faith, that it must disclose the Facility Information to comply with the CPRA or applicable law.

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Notwithstanding the above, the Parties agree to comply with Streets and Highways Code Section 31490 as it relates to the disclosure of personally identifiable information.

## ARTICLE X
## WRITTEN AMENDMENTS

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through an amendment in writing and executed by the Parties.

## ARTICLE XI
## OWNERSHIP OF DOCUMENTS, MAINTENANCE OF, AND ACCESS TO RECORDS

Each Party shall maintain records associated with its responsibilities under this Agreement. Upon reasonable notice, each Party shall permit the authorized representatives of the other Parties and the State of California such access to the Party's accounting books, records, payroll documents and facilities of the Party which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting them in connection with the Party's performance of this Agreement. The Parties shall make available the books and records of their subcontractors and consultants which are directly pertinent to this Agreement for audit and inspection upon the request of another Party. Each Party 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 the Party's performance hereunder and for a period of four (4) years from their date of creation, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Party agrees to maintain same until the disposal of all such litigation, appeals, claims, or other exceptions related thereto. Each Party shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary. Each Party agrees to include these requirements in all subcontracts at any tier.

## ARTICLE XII
## FINANCIAL ACCOUNTING, REPORTING, AND AUDITING

F/ETCA shall have overall responsibility for financial accounting, reporting, and auditing of all Project activities. F/ETCA shall maintain accounting records such that financial information for the 241/91 EC is identifiable separately from other F/ETCA facilities. OCTA and RCTC shall have responsibility for financial accounting, reporting, and auditing as may be required under separate agreement(s) with F/ETCA.

## ARTICLE XIII
## COMMUNICATIONS AND 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 (a) in person or by courier; (b) by depositing said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid; or (c) sent by electronic mail, provided that the recipient of the electronic Notice acknowledges receipt of such transmission by electronic mail. Personal or courier delivery shall be deemed given upon actual delivery to the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of the actual receipt as

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evidenced by the return receipt. Electronic mail Notice shall be deemed given upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement is received after 5 p.m., Pacific Time, delivery shall be deemed received as of 8 a.m., Pacific Time, the following business day. Any Notice shall be sent, transmitted, or delivered, as applicable, to the applicable Party or Parties at the following addresses:

| To: Orange County Transportation Authority | To: Riverside County Transportation Commission | To: Foothill/Eastern Transportation Corridor Agency |
|---|---|---|
| 550 South Main Street<br>P.O. Box 14184<br>Orange, CA 92863-1584 | 4080 Lemon Street<br>P.O. Box 12008<br>Riverside, CA 92502 | 125 Pacifica<br>Irvine, CA 92618 |
| ATTENTION:<br>Kirk Avila,<br>General Manager of Express Lanes Programs | ATTENTION:<br>David Thomas,<br>Toll Project Delivery Director | ATTENTION:<br>Stephanie Blanco,<br>Chief Capital Programs Officer |
| Phone: (714) 560-5674 | Phone: (951) 787-7141 | Phone: (949) 754-3454 |
| Email: Kavila@octa.net | Email: dthomas@rctc.org | Email: sblanco@thetollroads.com |

## ARTICLE XIV
## TERM OF AGREEMENT

The term of this Agreement ("Term") shall begin on the Effective Date and end upon termination of the Master Agreement.

## ARTICLE XV
## ASSIGNMENT

Section 15.01 **Successors and Permitted Assigns**. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; provided, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of all non-assigning parties. Any purported assignment in violation of this Article XV shall be treated as invalid from the outset.

Section 15.02 **F/ETCA Dissolution**. In the event the authority of F/ETCA to operate the SR 241 toll road or the authority of OCTA or RCTC to operate the 91 Express Lanes expires or the entity authorized to operate such toll roads changes, the other Parties will amend this Agreement to reflect such changes. Any resulting agreement shall ensure the continued operation of the 241/91 EC in accordance with the terms of this Agreement.]

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## ARTICLE XVI
## CONFLICTS OF INTEREST

Each Party agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships, or contracts, the Party is unable, or potentially unable, to render impartial assistance or advice to another Party(ies) or the Party's objectivity in performing the work required herein is or might be otherwise impaired. Operation of the 91 Express Lanes, or F/ETCA tolled facilities, or operation or construction of any other project specifically identified in this Agreement, shall not be considered an organizational conflict of interest under this section.

## ARTICLE XVII
## INDEMNIFICATION

Section 17.01 **General Indemnification**. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall defend (at the Indemnifying Party's sole cost and expense with legal counsel reasonably acceptable to the other Parties), indemnify, protect, and hold harmless the other Parties, their officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses, including legal costs and attorney fees (collectively, the "Claims"), including Claims arising from injuries to or death of persons (Indemnifying Party's employees included), for damage to property, including inverse condemnation or for property owned by any of the Indemnified Parties arising from any violation of federal, state, or local law or ordinance or the negligent acts, omissions, or willful misconduct of the Indemnifying Party, its officers, directors, employees, agents, consultants, or contractors arising out of the performance of this Agreement. Any dispute relating to this Article XVII or concerning any indemnification obligation described in this Agreement shall be subject to the dispute resolution process set forth in Section 19.01 of this Agreement.

Section 17.02 **Additional Indemnification**. In addition to the above, F/ETCA agrees to indemnify, defend, and hold harmless OCTA and RCTC from any Claims arising out of or related to F/ETCA's obligations under this Agreement, including operations and maintenance of the 241/91 EC. This includes Claims made by customers while traveling on the 241/91 EC or the Accessory Lanes within the 91 Express Lanes; provided that any such customer Claims arising out of OCTA's or RCTC's failure to maintain their respective portions of the 91 Express Lanes shall be the responsibility of OCTA or RCTC, as applicable, in accordance with existing agreements. F/ETCA shall promptly respond to all Claims arising out of or related to F/ETCA's obligations under this Agreement according to its procedures and resolve all liabilities related to such Claims.

## ARTICLE XVIII
## RESOLUTION OF CLAIMS WHEN ONE OR MORE PARTY ARE NAMED AS JOINT DEFENDANTS

If one or more Parties are named joint defendants pursuant to a Claim arising under or related to this Agreement, the legal issues between the plaintiff(s) bringing forth such claim and

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the joint defendants shall be resolved first without consideration as to the allocation or apportionment of liability or damages between the defendant Parties, if any liability or damages can be allocated or apportioned between them. A determination regarding allocation or apportionment of liability or damages between the defendant Parties shall be made following final resolution of the Claim. Any Party that is not a named defendant shall have the right, at its sole cost and expense, to intervene in the action and to participate in the defense and resolution of the Claim. Any dispute relating to this Article XVIII or concerning allocation or apportionment of liability or damages between Parties for a Claim shall be subject to the dispute resolution process set forth in of this Agreement.

## ARTICLE XIX
## DISPUTE RESOLUTION, DEFAULT, REMEDIES, AND TERMINATION

Section 19.01 Dispute Resolution. Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Agreement including, without limitation, the enforcement of any provision of this Agreement, or the existence, validity, interpretation, performance or breach of this Agreement (a "Dispute").

(a) 1st Level Review: Submission to Agency Representatives. It is the parties' intent to resolve disputes at the lowest level and as early as possible. Within ten (10) business days after a Party has notified any other Party of the existence of a Dispute pursuant to the Notice procedure provided in Section 19.03, each party shall designate an agency representative to review the Dispute. Within ten (10) business days after each party has designated their agency representative, the designated agency representatives shall meet to resolve the Dispute. The Parties may mutually agree to extend the timeframes.

(b) 2nd Level Review: Submission to Executive Director, District Director, and Chief Executive Officers (CEO's). If the Dispute is unable to be resolved at the agency representative level, such Dispute shall be referred for negotiation to the Executive Director of RCTC, and the respective CEO's of F/ETCA and OCTA. These individuals agree to undertake good faith attempts to resolve said Dispute within ten (10) business days, or other agreed-upon timeframe, after the receipt of written notice from the Party alleging that a Dispute exists. The Parties additionally agree to cooperate with the other Party in the scheduling of negotiation sessions. However, if the Dispute is not resolved within thirty (30) calendar days after conducting the first negotiating session, any Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

(c) Alternative Dispute Resolution. If a Dispute is not resolved at the 2nd Level Review, the parties may agree to submit the Dispute to non-binding arbitration, or other form of alternative dispute resolution ("Alternative Dispute Resolution"). Each party to bear its own attorney fees and costs. The costs of any Alternative Dispute Resolution to be shared equally among the parties participating in the Alternative Dispute Resolution process.

(d) Remaining Legal Remedies. If the parties do not agree to submit a Dispute for Alternative Dispute Resolution, or the Dispute remains unresolved following Alternative Dispute Resolution, any party may seek any other legal remedies available, including but without

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limitation, injunctive relief, equitable relief, specific performance, and/or termination (in whole or in part).

(e) Preliminary Injunctive Relief Pending Dispute Resolution. During the pendency of Alternative Dispute Resolution, pursuant to Section 19.01(c), any Party may bring a proceeding seeking only preliminary injunctive relief in any state court located in San Diego County, California until the Dispute is resolved. [A Party may seek preliminary injunctive relief on an expedited basis prior to the pendency of Alternative Dispute Resolution if (i) the Party seeking the preliminary injunctive relief first provides written notice to the other Parties of its intent to seek preliminary injunctive relief, and (ii) 48 hours have passed since the other Parties have received such written notice, such that the Parties may have an opportunity to discuss resolving the underlying reason for seeking preliminary injunctive relief.]

Section 19.02 Default. Subject to the extensions of time set forth in this Agreement and/or any extensions agreed upon by the Parties, failure by any Party to perform any material term or provision of this Agreement constitutes a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failures or delays by any Party in asserting any of its rights or remedies with respect to a default shall not operate as a waiver of any default or of any such rights or remedies. Delays by any Party in asserting any of its rights and remedies shall not deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 19.03 Notice of Default. A non-defaulting Party shall give written notice of any alleged default to the Party in default, specifying the alleged default. The defaulting Party shall attempt to cure the default within sixty (60) calendar days following written notice of default. If the alleged default is not reasonably capable of cure within the sixty (60) day period specified above, then:

(a) The defaulting Party shall, within sixty (60) calendar days following receipt of the notice of default, provide a written response to the non-defaulting Parties that (i) identifies the actions to be undertaken to cure the default (the "Cure Activities") and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the "Cure Schedule");

(b) The non-defaulting Parties shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;

(c) At the request of the non-defaulting Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule; and

(d) Provided that the defaulting Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the defaulting Party may request reasonable extensions of the Schedule, and the non-defaulting Parties shall not unreasonably withhold their consent to such requests.

Section 19.04 Failure to Cure. In the event that the defaulting Party fails to complete the cure or remedy of a default within sixty (60) calendar days following receipt of

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written notice, or within such time as the non-defaulting Parties otherwise agree to in writing, the non-defaulting parties may pursue a Termination for Cause pursuant to Section 19.05.

Section 19.05 [Termination for Cause. If the default is not timely cured in accordance with Section 19.03, the non-defaulting party may terminate this Agreement through a written notice of termination, the effective date of which shall be no less than sixty (60) days from the date of the notice; provided that such termination has first been authorized by a majority vote of the respective board of directors of the non-defaulting party.]

Section 19.06 Rights and Remedies. In the event of a default that is not timely cured, the non-defaulting Parties may exercise the right to seek damages, specific performance, or injunctive, or equitable relief. The exercise of a Party's rights and remedies shall be cumulative with the exercise of other rights and remedies. No Party shall be liable for special, punitive, indirect, incidental or consequential damages arising out of this Agreement or the exercise of its rights hereunder.

Section 19.07 Cooperation Prior to Termination. Prior to the effective date of a termination for cause, the Parties shall cooperate in good faith to facilitate the transfer of services, agreements, materials, software, excluding any computer software or hardware for which a license may be required, equipment, and information as necessary for modification to the Project as needed so as not to impede the operation of the SR-241 toll road and 91 Express Lanes in the event the 241/91 EC is no longer operating.

## ARTICLE XX
## SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

## ARTICLE XXI
## INTERPRETATION, GOVERNING LAW, AND COMPLIANCE WITH LAWS

Each Party 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.

This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions arising out of or in relation to this Agreement, subject to the Parties first exhausting the dispute resolution procedures in Article XIX, shall be instituted in the Superior Court of the County of San Diego, State of California, and the Parties covenant and agree to submit to the personal jurisdiction of the court in the event of any action.

## ARTICLE XXII
## AUTHORITY TO ENTER INTO AGREEMENT

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Each Party hereto consents that it is authorized to execute this Agreement on behalf of said Party and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

## ARTICLE XXIII
## NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of the Parties only. No third-party beneficiary is intended.

## ARTICLE XXIV
## DRAFTING AMBIGUITIES

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

## ARTICLE XXV
## AUTHORIZED DESIGNEES

The Chief Executive Officer of F/ETCA, or designee, shall have the authority to act for and exercise any of the rights of F/ETCA under this Agreement.

The Chief Executive Officer of OCTA, or designee, shall have the authority to act for and exercise any of the rights of OCTA under this Agreement.

The Executive Director of RCTC, or designee, shall have the authority to act for and exercise any of the rights of RCTC under this Agreement.

## ARTICLE XXVI
## COORDINATION WITH OTHER CONTRACTORS

During the course of this Agreement, the Parties, collectively or individually, may undertake or award other agreements for additional work, including separate agreements with different contractors. It is critical that close coordination with interfacing contractors occurs throughout the Term. Each Party shall fully cooperate with the other Parties and their contractors and take reasonable measures to coordinate its own work with said contractors. Should problems in coordination with other contractor(s) occur, Parties shall be made aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Parties shall cooperate with other contractors or forces performing construction or work of any other nature within or adjacent to sites specified in order to avoid any delay or hindrance to such other contractors or forces. Parties reserve the right to perform other or additional work at or near the Project site (including material sources) at any time, by the use of other forces.

## ARTICLE XXVII
## FORCE MAJEURE

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Any 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 that is beyond its control, including: any incidence of fire, flood, or other acts of God; labor strikes, commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; pandemic; or a material act or omission by another 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 in part, or in whole, to the fault or negligence of the Party not performing and could not have been avoided or limited in the exercise of due diligence by such Party.

## ARTICLE XXVIII
## COUNTERPARTS OF AGREEMENT

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will be permitted. This Agreement may be signed using an electronic signature. A validly executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original validly executed copy of this Agreement.

[signatures next page]

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**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed on the date first written above.

| | |
|---|---|
| **FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY**<br><br>By: _____<br>Ryan Chamberlain<br>Chief Executive Officer<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>Ben Rubin, Nossaman<br>General Counsel<br><br>Dated: _____ | **RIVERSIDE TRANSPORTATION COMMISSION**<br><br>By: _____<br>Aaron Hake<br>Executive<br>Director<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>[Name]<br>[Title]<br><br>Dated: _____ |
| **ORANGE COUNTY TRANSPORTATION AUTHORITY**<br><br>By: _____<br>Darrell E. Johnson<br>Chief Executive Officer<br><br>**APPROVED AS TO FORM:**<br><br>By: _____<br>[Name] [Title]<br><br>Dated: _____ | |

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# *EXHIBIT A*

# *241/91 EXPRESS CONNECTOR*

# *TOLL FACILITIES*

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Exhibit A includes all the facilities that will be installed and maintained throughout operations of the 241/91 Express Connector.

Refer to Exhibit B for visual depiction of facilities listed in table below. Notes:

1. All equipment is owned, operated, and maintained by F/ETCA unless otherwise noted.
2. Responsibility Assignment Legend
   - P – Primary Responsibility
   - C – Coordination Responsibility Only
   - N – No Responsibility

| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **BI-DIRECTIONAL TOLL POINT ("EC" LINE STATION 38+25)** | | | | | | | |
| Overhead Lane Equipment – NB/EB | **N** | **N** | **P** | | No | No | Yes |
| In Pavement Loop System – NB/EB | **N** | **N** | **P** | | No | No | Yes |
| Overhead Lane Equipment – WB/SB | **N** | **N** | **P** | | No | No | Yes |
| In Pavement Loop System – WB/SB | **N** | **N** | **P** | | No | No | Yes |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | No |
| Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| Backup Generator and Enclosure | **N** | **N** | **P** | | No | No | No |
| Gantry Structure and Foundation | **N** | **N** | **P** | | No | No | Yes |
| Maintenance Vehicle Path and Pad | **N** | **N** | **P** | Maintained by Caltrans, refer to the ECMA. | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **TOLL COLLECTION OVERHEAD ELECTRONIC SIGNS (NORTH-TO-EAST MOVEMENT)** | | | | | | | |
| Changeable Message Sign (CMS) ("B" Line Station 730+80)<br>– Overhead Electronic Sign and Static Border<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | | No | No | No |
| Variable Toll Message Sign (VTMS) ("B" Line Station 749+00)<br>– Overhead Static Sign<br>– Electronic Insert (toll rate display)<br>– Lower CMS Panel (mode display one line)<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETC A | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETC A EC Closure |
|---|---|---|---|---|---|---|---|
| Lane Operational Sign (LOS) #1 (CMS Panel under static guide sign) ("B" Line Station 866+80)<br>– Electronic Insert<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication<br>– Equipment | **N** | **N** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | No | No |
| Lane Operational Sign (LOS) #2 (Enforcement "X" / arrow) ("B" Line Station 892+80)<br>– Overhead Static Sign with Electronic Insert<br>– Roadside Cabinet and Sign Controller<br>– Electrical Transformer and Electrical Sub-Panel<br>– Network Communication Equipment<br>– Sign Structure and Foundation | **N** | **N** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | No | No |
| **TOLL COLLECTION OVERHEAD ELECTRONIC SIGNS (WEST-TO-SOUTH MOVEMENT) OCTA ELECTRONIC SIGN (WB PRICING SIGN Sta 567+79)** | | | | | | | |
| Sign Structure and Foundation | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| Electrical Power Service and Feed | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| Replacement Parts | **N** | **P** | **C** | Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Sign Warranty | **N** | **P** | **C** | Existing Warranty and Daktronics support through OCTA.<br><br>Refer to Ops Agreement for shared financial responsibility. | Yes | Yes | Yes |
| F/ETCA Sign Controller | **N** | **C** | **P** | Daktronics provided and installed F/ETCA Controller, Light Sensor and VCB board will be maintained by F/ETCA for the F/ETCA portion of the sign | Yes | Yes | Yes |
| OCTA Sign Controller | **N** | **P** | **C** | Daktronics provided and installed OCTA Controller, Light Sensor and VCB board will be maintained by OCTA for the OCTA portion of the sign. | Yes | Yes | Yes |
| F/ETCA Network Communication Equipment | **N** | **C** | **P** | | Yes | Yes | Yes |
| **TOLL CONNECTOR METER (TCM) ("EC" LINE STATION 37+50, NORTH-TO-EAST MOVEMENT)** | | | | | | | |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | Yes |
| Overhead Signal, Enforcement Signal and Pole | **C** | **C** | **P** | The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA. | No | No | Yes |
| Roadside Signal and Pole | **C** | **C** | **P** | The 91 TOC may identify equipment that is not functioning properly for repair by F/ETCA. | No | No | Yes |
| Toll Connector Meter Camera Detection System | **N** | **N** | **P** | Used to Augment CHP Enforcement | No | No | Yes |
| Occupancy Detection System | **N** | **N** | **P** | Used to Augment CHP Enforcement | No | No | Yes |
| In-Pavement Loops | **N** | **N** | **P** | | No | No | Yes |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Roadside Metering Signage | **N** | **N** | **P** | | No | No | Yes |
| Network Communication Equipment | **N** | **N** | **P** | | No | No | Yes |
| **TCM SIGNS (QTY 5) ("EC" Line Station 31+50 and 23+00, "EC1" Line Station 22+20, "B" Line Station 884+80 and 875+80)** | | | | | | | |
| Overhead Flashing Beacons | **N** | **N** | **P** | | No | No | Yes |
| Overhead Blank-Out Sign | **N** | **N** | **P** | | No | No | Yes |
| Overhead Sign Structure | **N** | **N** | **P** | | No | No | Yes |
| Electrical Transformer and Electrical Sub-Power | **N** | **N** | **P** | | No | No | Yes |
| Roadside Cabinet and Controller | **N** | **N** | **P** | | No | No | Yes |
| Network Communication to TCM Controller | **N** | **N** | **P** | | No | No | Yes |
| **TCM QUEUE DETECTION LOOPS (QTY 3) ("EC" Line Station 33+00 and 22+20, "B" Line Station 892+80)** | | | | | | | |
| In-Pavement Loops | **N** | **N** | **P** | | No | No | Yes |
| Network Communication to TCM Controller | **N** | **N** | **P** | | No | No | Yes |
| **ELECTRICAL SERVICE** | | | | | | | |
| EC and TCM ("SAC" Line Station 445+30) | **N** | **N** | **P** | Repairs of electrical service do not require closures due to back up power options. | No | No | No |
| TDS Locations ("E91" Line Station TBD) | **N** | **N** | **P** | Repairs of electrical service do not require closures due to back up power options. | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| **CLOSED CIRCUIT TELEVISION (CCTV) (QTY 9) ("B" LINE STATION 730+00, 748+00, 865+50, 874+00, AND 891+50, "EC" LINE STATION 22+00 AND 38+20, "E91" LINE 498+00 AND 534+50)** | | | | | | | |
| Pole Mounted Camera Equipment with Pan-Tilt-Zoom (PZT) functionality | **C** | **C** | **P** | The 91 TOC may identify cameras that are not functioning properly for repair by F/ETCA. | No | Yes | No |
| Cabling Equipment | **N** | **N** | **P** | | No | Yes | No |
| Pole Mounted Cabinet | **N** | **N** | **P** | CCTV #1-6, #8-9. | No | Yes | No |
| EC Gantry Mounted Cabinet | **N** | **N** | **P** | CCTV #7. | No | No | No |
| Network Communication Equipment | **N** | **N** | **P** | | No | Yes | No |
| Vehicle Detection System (VDS) Pole and Foundation | **N** | **N** | **P** | CCTV #8 shared pole with TDS #4 and #5.<br>CCTV #9 shared pole with TDS #10. | No | Yes | No |
| **TOLL DETECTION SYSTEM (TDS) (QTY 10)**<br>– **NORTH-TO-EAST MOVEMENT ("E91" LINE STATION 453+00, 483+00, 498+00, 509+00, AND 522+00)**<br>– **WEST-TO-SOUTH MOVEMENT ("E91" LINE STATION 483+00, 498+00, 509+00, 522+00, AND 534+50)** | | | | | | | |
| Structure Mounted Microwave Detectors | **N** | **N** | **P** | TDS #1. | No | Yes | Yes |
| Ground Mounted Cabinet | **N** | **N** | **P** | TDS #1. | No | No | No |
| Pole Mounted Microwave Detector | **N** | **N** | **P** | TDS #2 and #3 shared pole.<br>TDS #4 and #5 shared with CCTV #8.<br>TDS #6 and #7 shared pole.<br>TDS #8 and #9 shared pole.<br>TDS #10 shared pole with CCTV #9. | No | Yes | Yes |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Vehicle Detection System (VDS) Pole and Foundation | **N** | **N** | **P** | TDS #2 and #3 shared pole.<br>TDS #4 and #5 shared with CCTV #8.<br>TDS #6 and #7 shared pole.<br>TDS #8 and #9 shared pole.<br>TDS #10 shared pole with CCTV #9. | No | Yes | Yes |
| Network Communication Equipment | **N** | **N** | **P** | | No | Yes | Yes |
| **AUTOMATED VEHICLE IDENTIFICATION (AVI) SYSTEM** | | | | | | | |
| AVI Reader #1 – NB 241<br>("B" Line Station 749+00) | **N** | **N** | **P** | Co-located with F/ETCA VTMS. | No | No | Yes |
| AVI Reader # 2 – EB Egress ("E91" Line Station 523+90) | **C** | **C** | **P** | Co-located on Caltrans-owned and maintained overhead sign structure. | No | Yes | Yes |
| **DATA AND COMMUNICATIONS** | | | | | | | |
| Pacifica Location Data Center<br>– Data Servers<br>– Communication Equipment<br>– Equipment Software Configurations | **N** | **N** | **P** | | No | No | No |
| Irvine Ranch Location Data Center<br>– Servers<br>– Communication Equipment<br>– Equipment Software Configurations | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Texas Monitoring Center<br>– 24/7 System Monitoring | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB 241 from "B" Line 783+50 to "B" Line 897+50<br>– Fiber Cable, splice enclosures and, fiber distribution units.<br>– Network Communication equipment | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB to EB 241 from "CNW" Line 97+50 to "CNW" Line 103+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| Fiber Plant Infrastructure NB to EB 241 from "CNE" Line 103+00 to "CNE" Line 171+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |

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| Element/Task/Component / Sub-system (Approximate Location) | RCTC | OCTA | F/ETCA | Comments Other Responsibility/Information | RCTC 91 EL Closure | OCTA 91 EL Closure | F/ETCA EC Closure |
|---|---|---|---|---|---|---|---|
| Fiber Plant Infrastructure EB 91 from "E91" Line 477+00 to "E91" Line 527+00<br>– Fiber Cable, Splice Enclosures and, Fiber Distribution Units.<br>– Network Communication Equipment | **N** | **N** | **P** | | No | No | No |
| **91 EXPRESS LANES TOLL OPERATIONS CENTER (TOC)** | | | | | | | |
| 91 EL TOC Advanced Traffic Management System (ATMS) Software and Configuration System Updates. | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **N** | Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider. | No | No | No |
| F/ETCA System Software and Configuration | **C** | **C** | **P** | Data Sharing Configurations between 91 TOC Advanced Traffic Management System (ATMS) and F/ETCA Toll Service Provider. | No | No | No |
| 91 EL TOC Hardware. Switches, network communication equipment, Computers, Video Wall, etc. | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **P** | F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector.<br>All three agencies have primary responsibility, F/ETCA will be responsible for payment of additional hardware required for the 241/91 EC. | No | No | No |
| 91 EL TOC Labor and Personnel | **P-Joint Operation with OCTA** | **P-Joint Operation with RCTC** | **P** | F/ETCA will provide requirements as additions to the existing ViaPlus contract for the purposes of the 241/91 Express Connector.<br>All three agencies have primary responsibility, F/ETCA will be responsible for payment monthly expenses of personnel as it relates to monitoring the 241/91 EC. | No | No | No |

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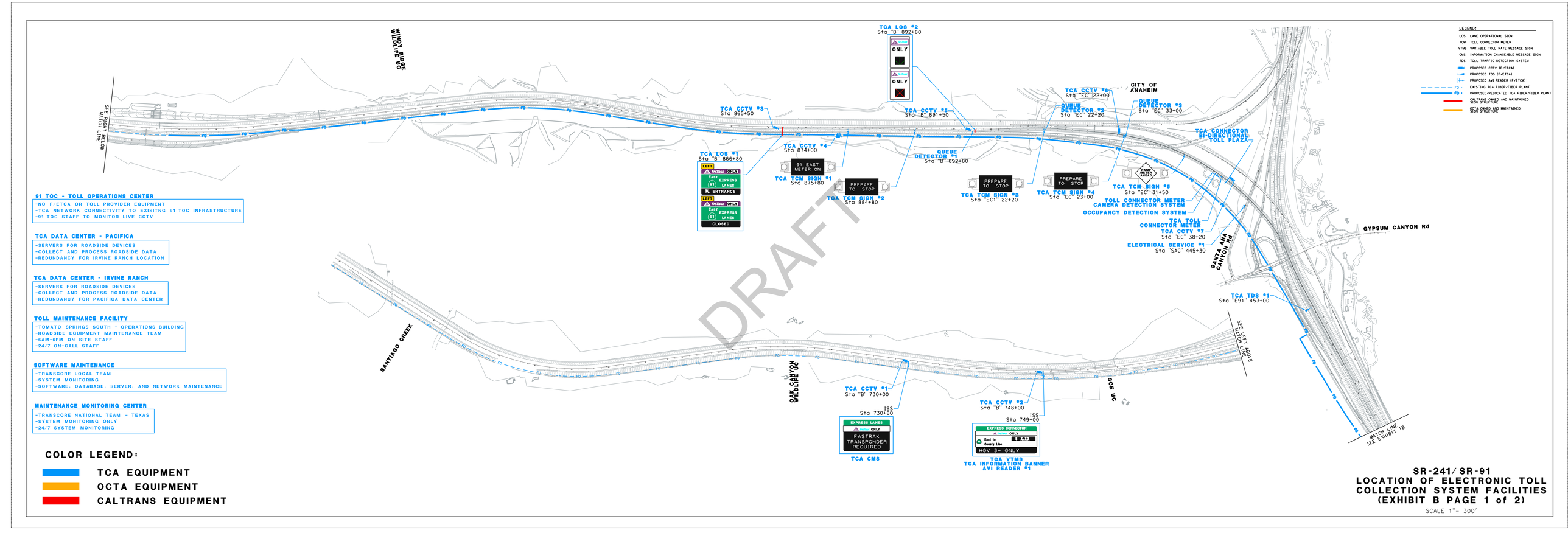
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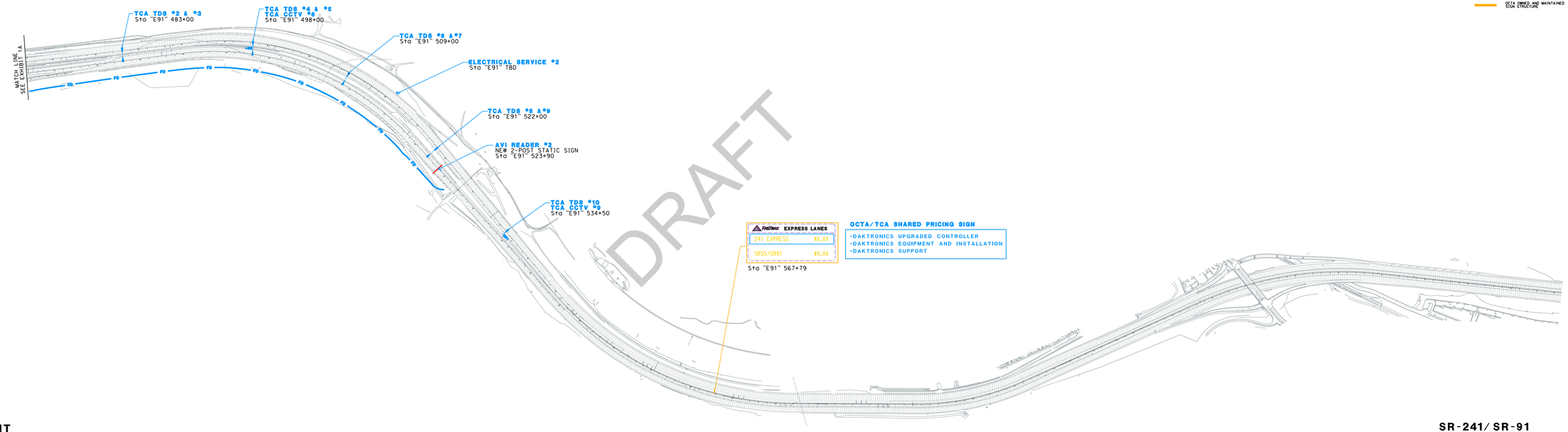
# EXHIBIT B

# 241/91 EXPRESS CONNECTOR

# LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES

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WINDY RIDGE WILDLIFE UC
SEE LEFT MATCH LINE
TCA LOS #2
Sta "B" 892+80
ONLY
ONLY
TCA CCTV #3
Sta 865+50
TCA CCTV #5
Sta "B" 891+50
TCA CCTV #6
Sta "EC" 22+00
CITY OF ANAHEIM
QUEUE DETECTOR #3
Sta "EC" 33+00
QUEUE DETECTOR #2
Sta "EC" 22+20
TCA LOS #1
Sta "B" 866+80
LEFT
FasTrac ONLY
EAST 91 EXPRESS LANES
ENTRANCE
LEFT
FasTrac ONLY
EAST 91 EXPRESS LANES
CLOSED
TCA CCTV #4
Sta 874+00
91 EAST METER ON
TCA TCM SIGN #1
Sta 875+80
PREPARE TO STOP
TCA TCM SIGN #2
Sta 884+80
QUEUE DETECTOR #1
Sta "B" 892+80
PREPARE TO STOP
TCA TCM SIGN #3
Sta "EC1" 22+20
PREPARE TO STOP
TCA TCM SIGN #4
Sta "EC" 23+00
SANTA ANA CANYON RD
TCA TCM SIGN #5
Sta "EC" 31+50
TCA CONNECTOR BI-DIRECTIONAL TOLL PLAZA
TOLL CONNECTOR METER
CAMERA DETECTION SYSTEM
OCCUPANCY DETECTION SYSTEM
TCA TOLL CONNECTOR METER
TCA CCTV #7
Sta "EC" 38+20
ELECTRICAL SERVICE #1
Sta "SAC" 445+30
GYPSUM CANYON Rd
TCA TDS #1
Sta "E91" 453+00
SEE LEFT ABOVE MATCH LINE
SANTIAGO CREEK
OAK CANYON WILDLIFE UC
TCA CCTV #1
Sta "B" 730+00
ISS
Sta 730+80
EXPRESS LANES
FasTrac ONLY
FASTRAK TRANSPONDER REQUIRED
TCA CMS
TCA CCTV #2
Sta "B" 748+00
ISS
Sta 749+00
EXPRESS CONNECTOR
ONLY
Seal Beach Exit
91 EAST
HOV 3+ ONLY
TCA VTMS
TCA INFORMATION BANNER
AVI READER #1
SCE UC
MATCH LINE SEE EXHIBIT 1B
LEGEND:
LOS LANE OPERATIONAL SIGN
TCM TOLL CONNECTOR METER
VTMS VARIABLE TOLL RATE MESSAGE SIGN
CMS INFORMATION CHANGEABLE MESSAGE SIGN
TDS TOLL TRAFFIC DETECTION SYSTEM
PROPOSED CCTV (F/ETCA)
PROPOSED TDS (F/ETCA)
PROPOSED AVI READER (F/ETCA)
EXISTING TCA FIBER/FIBER PLANT
PROPOSED/RELOCATED TCA FIBER/FIBER PLANT
CALTRANS OWNED AND MAINTAINED SIGN STRUCTURE
OCTA OWNED AND MAINTAINED SIGN STRUCTURE
91 TOC - TOLL OPERATIONS CENTER
-NO F/ETCA OR TOLL PROVIDER EQUIPMENT
-TCA NETWORK CONNECTIVITY TO EXISITNG 91 TOC INFRASTRUCTURE
-91 TOC STAFF TO MONITOR LIVE CCTV
TCA DATA CENTER - PACIFICA
-SERVERS FOR ROADSIDE DEVICES
-COLLECT AND PROCESS ROADSIDE DATA
-REDUNDANCY FOR IRVINE RANCH LOCATION
TCA DATA CENTER - IRVINE RANCH
-SERVERS FOR ROADSIDE DEVICES
-COLLECT AND PROCESS ROADSIDE DATA
-REDUNDANCY FOR PACIFICA DATA CENTER
TOLL MAINTENANCE FACILITY
-TOMATO SPRINGS SOUTH - OPERATIONS BUILDING
-ROADSIDE EQUIPMENT MAINTENANCE TEAM
-6AM-6PM ON SITE STAFF
-24/7 ON-CALL STAFF
SOFTWARE MAINTENANCE
-TRANSCORE LOCAL TEAM
-SYSTEM MONITORING
-SOFTWARE, DATABASE, SERVER, AND NETWORK MAINTENANCE
MAINTENANCE MONITORING CENTER
-TRANSCORE NATIONAL TEAM - TEXAS
-SYSTEM MONITORING ONLY
-24/7 SYSTEM MONITORING
COLOR LEGEND:
TCA EQUIPMENT
OCTA EQUIPMENT
CALTRANS EQUIPMENT
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SR-241/SR-91
LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES
(EXHIBIT B PAGE 1 of 2)
SCALE 1"= 300'




LEGEND:

- LOS LANE OPERATIONAL SIGN
- TCM TOLL CONNECTOR METER
- VTMS VARIABLE TOLL RATE MESSAGE SIGN
- CMS INFORMATION CHANGEABLE MESSAGE SIGN
- TDS TOLL TRAFFIC DETECTION SYSTEM
- PROPOSED CCTV I/F/ETCA)
- PROPOSED TDS I/F/ETCA)
- PROPOSED TDS I/F/ETCA)
- FO EXISTING TCA FIBER/FIBER PLANT
- FO PROPOSED/RELOCATED TCA FIBER/FIBER PLANT
- CALTRANS OWNED AND MAINTAINED SIGN STRUCTURE
- OCTA OWNED AND MAINTAINED SIGN STRUCTURE

**COLOR LEGEND:**

- TCA EQUIPMENT
- OCTA EQUIPMENT
- CALTRANS EQUIPMENT

# SR-241/SR-91
# LOCATION OF ELECTRONIC TOLL COLLECTION SYSTEM FACILITIES
# (EXHIBIT B PAGE 2 of 2)

SCALE 1"= 300'

# EXHIBIT D

# *PROGRESSIVE DEMAND MANAGEMENT PROCESS*

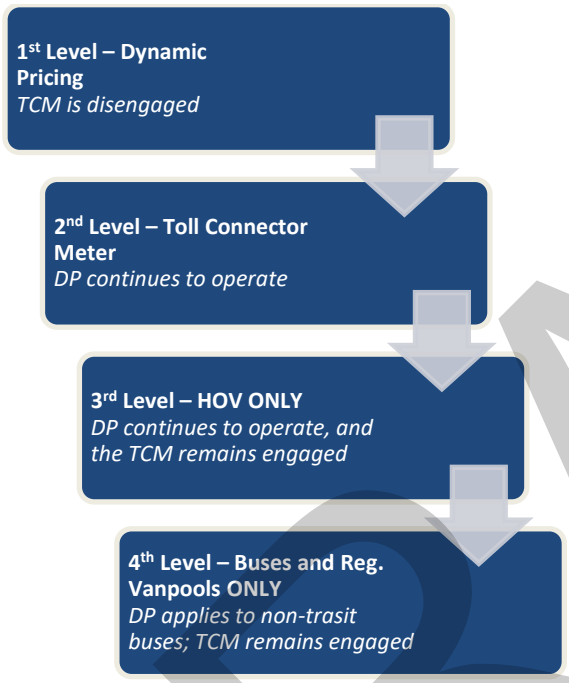
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This exhibit will lay out, at a conceptual level, how progressive demand management (PDM) will be structured on the Express Connector. Section 1 will discuss how PDM will be applied to the NB-to-EB Express Connector, while Section 2 will focus on the WB-to-SB Connector.

# 1. Progressive Demand Management on the Northbound-to-Eastbound Connector

The NB-to-EB Express Connector will employ four levels of PDM. These levels are summarized Figure 1.

***Figure 1 – Four Levels of Progressive Demand Management on the NB-to-EB Express Connector***




This section will provide a detailed description of the PDM approach for the NB-to-EB Express Connector. It will provide an overview of the approach, followed by details regarding how this approach will be implemented.

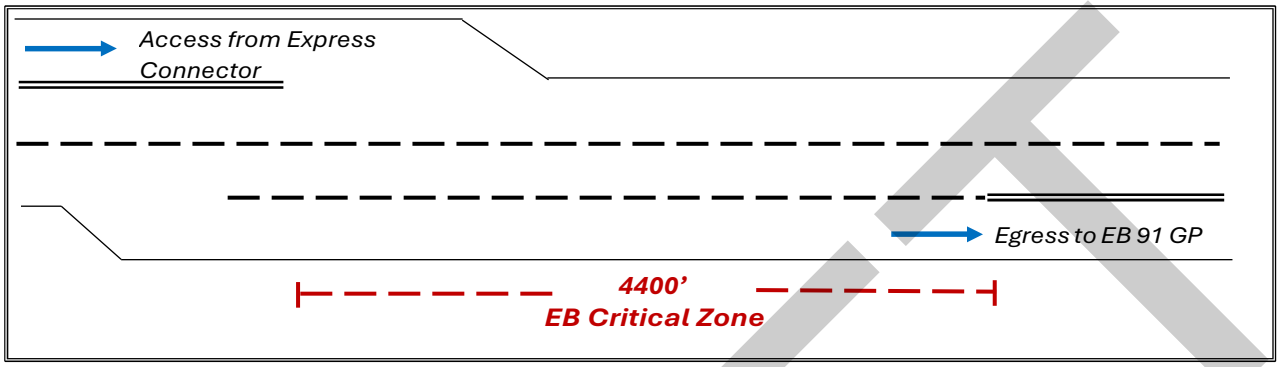
## 1.1. NB-to-EB Approach Overview

In general terms, the proposed PDM approach for the NB-to-EB Express Connector can be described as follows:

- The PDM approach will be primarily oriented toward operations on the 4400' EB critical zone depicted in Figure 2. The goal of progressive demand management is to ensure that this segment of roadway operates *at or better than* agreed-to performance metrics. A detailed discussion of performance metrics is presented in Exhibit F of the Operating Agreement (Traffic Operations Metrics Monitoring and Governance).

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*Figure 2 – Configuration of EB 91 Express Lanes at On-Ramp from Express Connector*



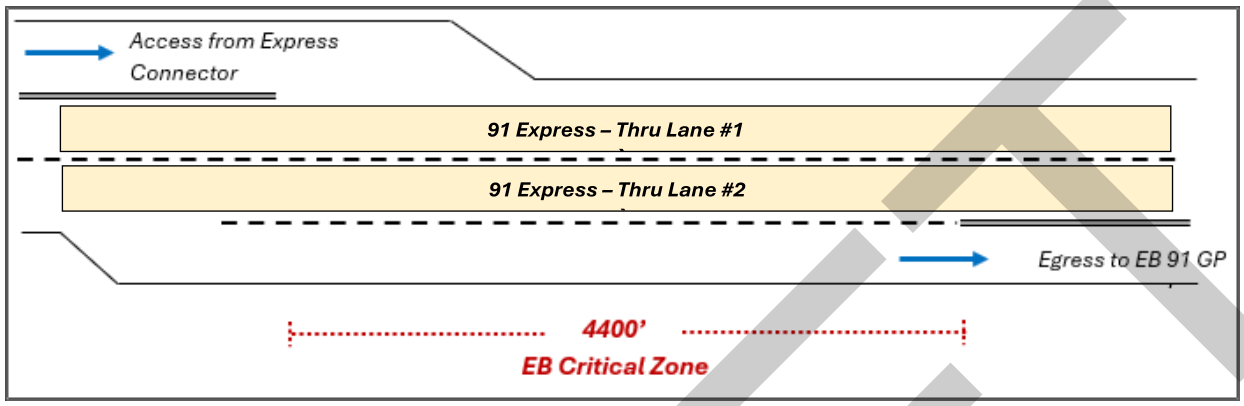

- The primary goal for PDM should be to maintain conditions such that they are at or below a configurable density level in the EB critical zone. Density is a comprehensive metric that incorporates traffic flow (in vehicles per hour) and speed (in miles per hour). High densities can be caused by high traffic volumes, by traffic incidents, and by high volumes of traffic changing lanes. A high value of density almost always indicates congested traffic conditions. By contrast, neither speed nor volume *on their own* necessarily indicate adverse traffic conditions. Low speeds don't always indicate congestion; they could be the result of inclement weather or police activity. Neither do high volumes always indicate congestion; sometimes, freeway lanes serving local drivers can serve a high volume of traffic very efficiently.

- The price to use the NB-to-EB Express Connector shall be directly related to the density observed in the EB critical zone. Density shall be calculated by taking the flow rate in the EB critical zone (measured in terms of vehicles per hour) and dividing by the average speed in the EB critical zone (in miles per hour). This value shall then be divided by the number of lanes to yield a density expressed as vehicles per lane per mile (vplpm).

- The calculation of density in the EB critical zone will focus on data collected from the two thru lanes that continuously serve the 91 Express lanes. These are illustrated by the shaded lanes depicted in Figure 3. The calculation of density will not consider speeds and volumes collected from the egress lane to the 91 General Purpose lanes, nor will it consider speeds and volumes collected from the access lane from the Express Connector prior to its merge onto the 91 Express Lanes.

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*Figure 3 – Designated Lanes for Measuring Density in the EB Critical Zone*




Traffic conditions should be monitored, densities calculated, and prices adjusted at frequent intervals. The intervals should be no shorter than two minutes in length and no longer than fifteen minutes in length. The duration of the interval should be configurable; the initial assumed interval length is [5] minutes.

## 1.2. Formula Governing Density-Price Relationship

The graphic depicted in Figure 4 illustrates the proposed relationship between density and price for the NB- to-EB Express Connector. The graphic is followed by a description of each of its components, including a discussion of the formula governing the relationship between density and price.

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*Figure 4 – Conceptual Relationship Between Density and Price, NB-to-EB Express Connector*

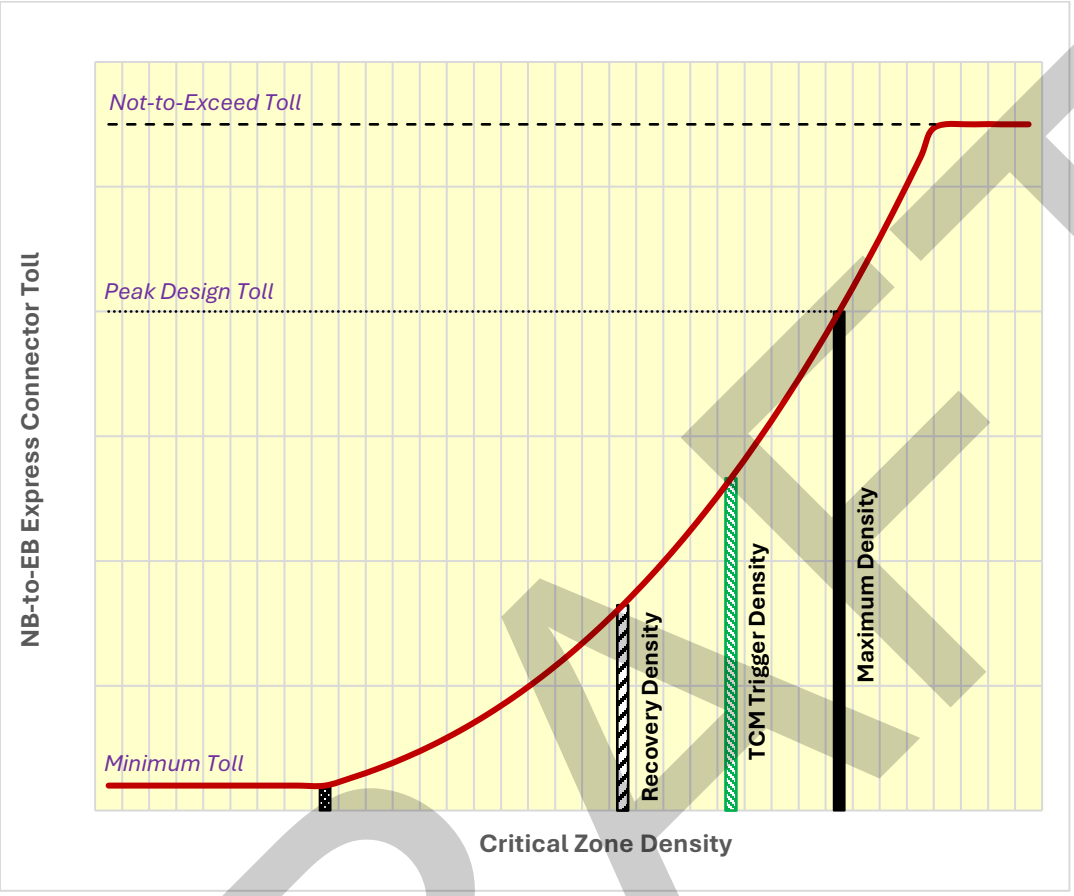



Figure 4 depicts four distinct density levels, each of which is defined below:

- **Minimum Density**. This is the density level in the critical zone above which the toll rate begins to rise. If the density in the critical zone is at or below this level, the minimum toll will apply. Stated another way, the "minimum density" represents the highest density level at which the minimum toll will apply.
- **TCM Trigger Density**. This is the density level that triggers the initiation of the TCM. When the density in the EB critical zone exceeds the TCM Trigger Density for **[3]** consecutive intervals, the TCM will be engaged.
- **Maximum Density**. This represents the maximum density that would be considered acceptable in the EB critical zone. The toll rate corresponding to this density is known as the **peak design toll**. Surpassing this density level will be a trigger to enacting successive levels of progressive demand management.
- **Recovery Density**. This represents the density level that will trigger an unraveling of progressive demand management. It is relevant only if the TCM has been engaged. Once the TCM has been engaged (and any other progressive demand management strategies, such as HOV ONLY, have been employed), it will remain engaged until the density in the EB critical zone has fallen below the recovery density for [3] consecutive intervals.

Figure 4 also highlights three distinct pricing levels:

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- **Minimum Toll**. This represents the lowest toll that would ever be charged for the Express Connector. It applies whenever the density in the EB critical zone is at or below the minimum density.
- **Peak Design Toll**. This represents the highest toll rate that F/ETCA would normally desire to charge its customers to use the Express Connector. This toll rate would apply when the density in the EB critical zone reaches the maximum density.
- **Not-to-Exceed Toll**. This represents the maximum toll rate that would be charged. A Not-to Exceed Toll may be used to prevent the dynamic pricing system from producing an unexpectedly high toll rate, but is not permitted to be used as a price cap. The Parties will establish a Not-to-Exceed Toll for purposes of controlling and monitoring the dynamic pricing algorithm.

The basic formula (governing the curved portion of the density-price graph above) is as follows:

$$Toll = k * (\theta * D)^{\beta}$$

Where:

k = minimum toll

D = density in the EB critical zone

Θ = multiplier, calibrated such that "Θ * D" = 1.0 at the point of minimum density (as defined above)

ß = rate escalation factor

- To ensure that tolls escalate at an ever-increasing rate as density increases, ß should be set at a value greater than 1.0
- The value of ß should be calibrated such that the toll rate reaches the peak design toll when density reaches the maximum density level described above

To illustrate, consider the following hypothetical situation in which the following parameters are defined:

- The minimum toll rate is $2.00
- The minimum toll rate applies to all densities up to 9 vplpm
- The peak design toll is $40
- The maximum density is 30 vplpm
- The not-to-exceed toll is $75

The formula in this instance would be:

**Toll = $2.00 * (0.1111 * D)$^{2.4882}$**

*where D = density in the EB critical zone*

*subject to a minimum toll of **$2.00** and a not-to-exceed toll of **$75.00***

The formula described above translates density into price in the following manner:

- When the density in the EB critical zone is at or below the minimum density, the toll is equal to the minimum toll.
- When the density in the EB critical zone is at the maximum density, the toll is equal to the peak design toll.
- When the toll reaches the not-to-exceed toll, the price holds regardless of the recorded density. Under the parameters of the formula noted above, the not-to-exceed toll of $75 is reached when the density in the critical zone is roughly 39 vehicles per lane per mile (vplpm). Any density

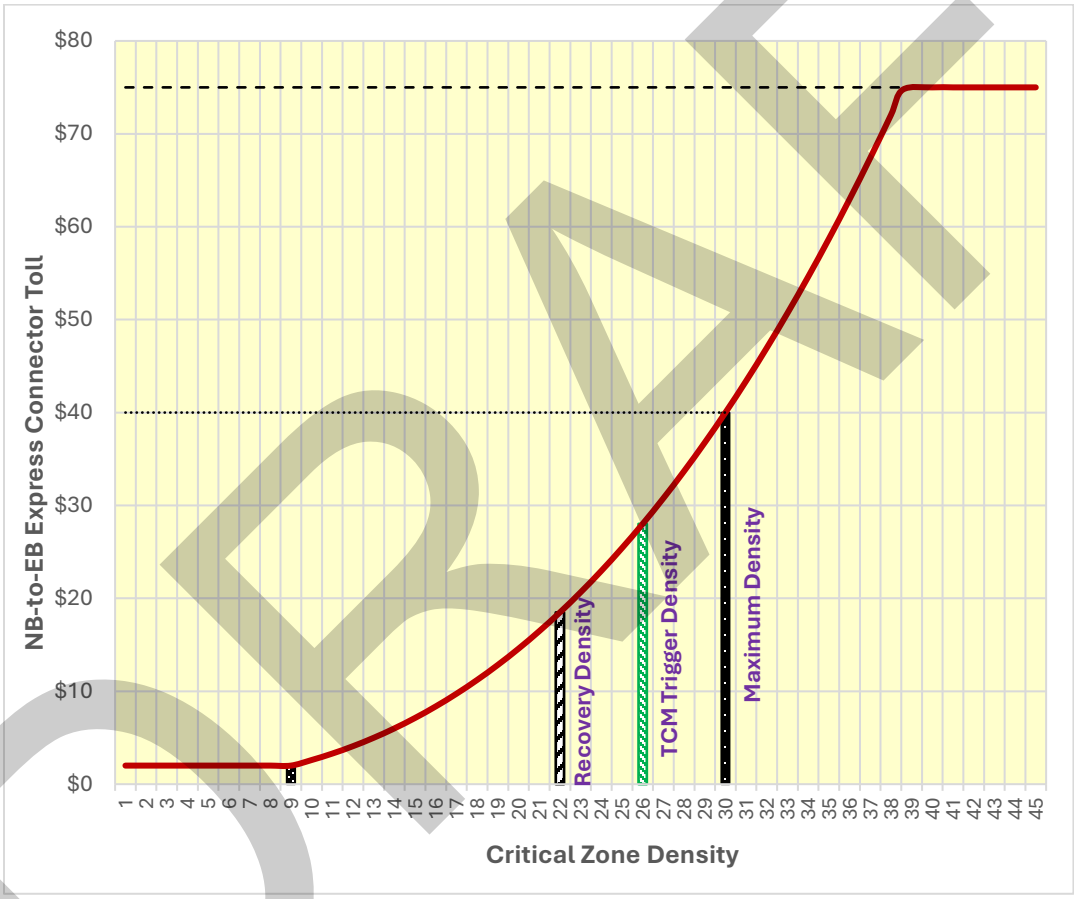
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above that level would still trigger a toll of $75.

- All values should be configurable to enable an appropriate pricing response to actual conditions. The values to be deployed when the system goes live will be informed by simulation modeling and testing.

Figure 5 depicts the density-price curve corresponding to the parameters identified above. To help reveal how this alternative tolling approach will work, Figure 5 includes illustrative values for all components previously identified in Figure 4. This includes a vertical bar designating the **TCM trigger density** (which in this example will be set at 26 vplpm) as well as a vertical bar designating the **Recovery density** (which in this example will be set at 22 vplpm). All values are provided for illustrative purposes only.

***Figure 5 – Illustrative Example of Possible Density-Price Curve, NB-to-EB Express Connector***




It is important to note that the formula described above (Toll = k * (Θ * D)$^{\beta}$) governs the *real-time* adjustments to the toll rate. However, the process outlined by Exhibit F (Traffic Operations Metrics Monitoring and Governance) outlines a process by which operational conditions in two select areas are monitored on a regular basis. In doing so, it facilitates periodic adjustments to the variables in the formula based on regular reviews of operational data. The conditions to be regularly reviewed in the **NB-to-EB** direction include:

- Weaving through the EB criticalzone.
- Eastbound traffic operations (including the toll rate) at the East End of the RCTC Express Lanes.

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Based on the operational review at these areas, the parameters governing the rate-setting process can be adjusted to manage the demand more efficiently.

## 1.3. Progressive Demand Management Framework, NB-to-EB Express Connector

The proposed pricing framework for the NB-to-EB Express Connector encompasses four possible levels of control, known collectively as "progressive demand management" (PDM). This framework is discussed in more detail below.

### *1st Level of Control – Price*

- The first and primary level of control is price. Unless manually overridden in special circumstances, the price to use the NB-to-EB Express Connector will be tethered to the density in the EB critical zone. The relationship between density and price is governed by the density-price curve depicted in Figure 4. Note that density is on the x-axis. Price, which is a function of density, is on the y-axis.
- Below a configurable minimum density (initial recommended value: **9 vplpm**), a configurable minimum toll for the Express Connectorapplies.
- Once the density in the EB critical zone exceeds the minimum density, then the price increases above the minimum toll. The increase should be modest at low densities and should increase more dramatically as density increases. Note that the shape of the demand-price curve is consistent with the way speeds on a roadway respond to growing levels of traffic. At low levels of traffic, an increase in traffic volume has a minimal impact on prevailing speeds. However, as traffic volumes approach capacity, prevailing speeds tend to decline much more rapidly. The price will continue to rise as the density increases until the price reaches the "not-to-exceed toll."
- If the density in the EB critical zone exceeds the TCM trigger density for **[3]** consecutive intervals (configurable), then the Toll Connector Meter (TCM) will be engaged.
- Please note that, even after the TCM is engaged, the posted price for the Express Connector will continue to change as the density in the EB critical zone changes.

### *2nd Level of Control – Toll Connector Meter + Pricing*

- When the maximum density has been reached or exceeded for **[3]** consecutive intervals (configurable), the algorithm advances to the second level of control. For the NB-to-EB Express Connector, the second level of control is the **engagement of the TCM**. The requirement to meet or exceed the maximum density for multiple consecutive intervals is intended to serve as a safeguard against triggering the TCM prematurely in response to a temporary (as opposed to a sustained) surge in traffic.
- Once conditions are met for the TCM to be engaged, the following sequence should be followed:
    - Advanced signage south of the decision point on SR-241 will immediately be used to inform drivers that the meter isON.
    - Speeds on the roadway between the advanced signage and the TCM will be monitored to provide a reasonable estimate of the current travel time between the advanced signage and the TCM. Travel times may be monitored directly by tracking transponder transactions. A running comparison of transponder reads at Windy Ridge (or from the

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readers at the SR-241 VTMS) and at the Express Connector toll point can provide current travel time information in the corridor.

- The engagement of the TCM will be delayed until this "travel time" lag has passed. The purpose is to avoid a situation in which the TCM stops drivers who passed the CMS **before** the "METER ON" message was posted. To illustrate, let's assume that, at 4:00:00pm, the conditions are met for the TCM to be engaged. And let's assume that, based on speed data monitored in the corridor, the current travel time from the last advanced sign to the TCM is 4:05. That means that the TCM should be engaged no earlier than 4:04:05pm. If a 20% buffer is incorporated to ensure that slower-than-average drivers aren't surprised by the activation of the meter, then the TCM should be engaged at 4:04:54pm.

- The TCM will employ a variable discharge rate to govern the hourly flow rate at which vehicles pass through the TCM. This variable discharge rate will be employed for as long as the TCM is engaged. The general principle is that as density in the EB critical zone increases, the discharge rate will decrease. The discharge rate should be configurable. An initial set of guidelines for the TCM discharge rate is presented in Table 1.

***Table 1 – Relationship between Critical Zone Density and TCM Discharge Rate***

| Density of EB Critical Zone (vehicles/lane/mile) | TCM Discharge Rate (vehicles/hour) |
|---|---|
| **<27 vplpm** | 900 (1 green per 4 sec.) |
| **27.0 – 28.9 vplpm** | 800 (1 green per 4.5 sec.) |
| **29.0 – 30.9 vplpm** | 720 (1 green per 5 sec.) |
| **31 – 32.9 vplpm** | 600 (1 green per 6 sec.) |
| **33 – 35.9 vplpm** | 450 (1 green per 8 sec.) |
| **36 – 39.9 vplpm** | 400 (1 green per 9 sec.) |
| **40+ vplpm** | 360 (1 green per 10 sec.) |

- Once the TCM is engaged, this 2nd level of control (TCM + Pricing) will remain in effect until one of the following conditions is met:
  - **Condition #1**: *The density in the EB critical zone reaches or exceeds the maximum density for **[3]** consecutive intervals (configurable)*. If this condition occurs, it suggests that the TCM has not been successful at restraining the density such that it stays at or below the maximum acceptable level. Therefore, it will be necessary to further manage demand by advancing to the 3rd level of control (e.g., HOV3+ ONLY).
  - **Condition #2**: *The queue at the TCM reaches or exceeds **[3400 feet]**[1] (configurable)*. If this condition occurs, it suggests that the demand for the Express Connector is exceeding the ability of the TCM to adequately handle it. As a result, it will be necessary to restrict access to the Express Connector by advancing to the 3rd level of control (e.g., HOV3+ ONLY).
  - **Condition #3**: *The density in the EB critical zone dips below the recovery density for **[3]** consecutive intervals (configurable)*. If this condition occurs, it suggests that the TCM has successfully managed demand and thereby reduced the density in the EB critical zone. As a result, it will be appropriate to shift to the recovery phase.
- Until one of the three above-listed conditions is met, the TCM will remain engaged, and the price

[1] Alternatively, this could be expressed in terms of vehicles (e.g., "The queue at the TCM does not exceed **[100]** vehicles").

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for the Express Connector will continue to rise or fall in response to the density in the EB critical zone.

### *3rd Level of Control – Pricing + TCM + HOV ONLY*

- When the 3rd level of control is activated, the controls from the first two levels (pricing and engagement of the TCM) continue to operate. In addition, access to the Express Connector is restricted to HOVs.
- The third level of control is designed to engage when one of two conditions has been met after the 2nd level of control (Pricing + TCM) has been engaged:
    - The density in the EB critical zone has exceeded maximum density for [3] consecutive intervals; or,
    - The queue at the TCM has met or exceeded its configurable threshold length.
- When HOV ONLY is in effect, a message will be posted in two places: (1) at the CMS located 0.6 miles prior to the decision point, and (2) on the LED banner positioned on the VTMS located 0.26 miles from the decision point.
- Whenever HOV ONLY messaging is posted, its enforcement will be delayed so that enforcement is only applied to drivers who would have seen the message on the advanced signing. If a non-HOV vehicle passed the advanced signage before the "HOV ONLY" message was posted, then no enforcement action should be taken if it were to continue onto the Express Connector. This will require that average speeds between the advanced signing and the Express Connector be monitored.
- When HOV ONLY is in effect, the TCM will continue to be engaged with a discharge rate that is tied to the density in the critical zone (see Table 1). The price to be posted on advanced signage will be as follows:
    - During peak periods (as defined for periods of HOV pricing), HOVs are required to pay the same rate as all other vehicles.[2] Therefore, the posted price will be determined by the density in the EB critical zone, using the density-price curve described in Figure 4. The posted price may rise or fall during the time in which HOV ONLY is in effect.
    - During off-peak periods (that is, all time periods not otherwise designated as "peak period"), HOV3+ vehicles are allowed to travel for free. Therefore, no price will be posted.
- The Express Connector will continue to operate as HOV ONLY for a minimum of [3] intervals (configurable). During this time, the queue at the TCM will continue to be monitored, and the density in the EB critical zone will continue to be measured. HOV ONLY mode will continue until one of the following occurs:
    - **Condition #1**: The density in the EB critical zone exceeds the maximum density for [3] consecutive intervals (configurable). This condition would indicate that HOV ONLY was not successful in restricting density within an acceptable range. Therefore, it would be necessary to further reduce demand by advancing to the 4th level of control (e.g., BUS/REGISTERED VANPOOLS ONLY).
    - **Condition #2**: The queue at the TCM exceeds [3400 feet] (configurable). This condition would suggest that, even with an HOV ONLY restriction in place, the demand for the Express Connector was still too high for the TCM to adequately handle. As a result, it would be necessary to restrict access to the Express Connector by advancing to the 4th

[2] Eastbound peak periods defined for HOV pricing are Mon-Thu, 2pm-6pm; and Friday, 1pm-7pm. Westbound peak periods defined for HOV pricing are Mon-Thu, 5-9am. On Fridays in the WB direction, HOV3+ vehicles can travel toll-free all day.

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level of control (e.g., BUS/REGISTERED VANPOOLS ONLY).

- **Condition #3**: The density in the EB critical zone dips below the recovery density for [3] consecutive intervals (configurable). If this condition occurs, it suggests that the HOV ONLY restriction has successfully managed demand and thereby reduced the density in the EB critical zone. As a result, it will be appropriate to shift to the recovery phase.

### *4th Level of Control – TCM + Bus/Registered Vanpools Only*

- The fourth level of control is designed to engage when congestion in the EB critical zone (as measured in terms of density) remains stubbornly high (that is, above the maximum density level for **[3]** consecutive intervals) despite the imposition of pricing, metering, and a restriction to HOV ONLY.
- This is the most restrictive and final level of control to be imposed on the NB-to-EB Express Connector. No additional means of restricting traffic on the Express Connector is available.
- When the BUS/REGISTERED VANPOOLS ONLY stage is reached, prices will continue to be posted. However, only non-transit buses will be assessed a toll. Transit buses and registered vanpools may travel for free at any time, even during periods in which progressive demand management is engaged.[3]
- The TCM will continue to be engaged with a discharge rate that is tied to the density in the critical zone (see Table 1).
- Once engaged, the BUS/REGISTERED VANPOOLS ONLY stage will remain in effect for a minimum of **[3]** consecutive intervals. During this time, the density in the EB critical zone will continue to be monitored.
- The message of BUS/REGISTERED VANPOOLS ONLY will be communicated to drivers in the same manner (on the same signs) as the message of HOV ONLY. Those signs are (1) at the CMS located 0.6 miles prior to the decision point, and (2) on the LED banner positioned on the VTMS located 0.26 miles from the decision point.
- Whenever BUS/REGISTERED VANPOOLS ONLY messaging is posted, its enforcement will account for the travel time lag from the advanced signage to the toll point. This will ensure that enforcement is only applied to drivers who would have seen the message on the advanced signage. If a qualified HOV passed the advanced signage **before** the "BUS/REGISTERED VANPOOLS ONLY"[4] message was posted, then no enforcement action should be taken if it were to continue onto the Express Connector.[5] To incorporate an appropriate time lag, average speeds between the advanced signing and the Express Connector will need to be monitored.
- After the minimum duration of the BUS/REGISTERED VANPOOLS ONLY stage has been fulfilled, conditions in the EB critical zone will be reviewed.
- When the density in the EB critical zone dips below the recovery density for **[3]** consecutive intervals, then the pricing framework will shift to the recovery phase. Otherwise, the BUS/REGISTERED VANPOOLS ONLY stage will remain in effect.

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[3] To qualify for toll-free travel on the Express Connector, vanpools must be registered with RCTC and/or OCTA and must be carrying three or more occupants. If a vanpool is not (a) registered with RCTC and/or OCTA, and (b) carrying 3+ occupants, it will not have access to the Express Connector during the BUS/REGISTERED VANPOOLS ONLY stage.

[4] Please note that the actual messages to be posted on advanced signage are still being refined. The concurrence of all parties will be obtained as the messages are finalized.

[5] The TRANSIT & REGISTERED VANPOOLS ONLY level of control will be preceded by HOV ONLY. Therefore, if an HOV is caught between the advanced signage and the entry to the Express Connector when the "BUS/REGISTERED VANPOOLS ONLY" message is posted, then that HOV should not be subject to enforcement. However, all other non-HOVs should still be subject to enforcement.

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### *Recovery Phase*

- The recovery phase represents the gradual transition back to the first level of control, in which demand is managed by price alone. The recovery phase is triggered when the density in the EB critical zone remains below the recovery density for a duration of **[3]** consecutive intervals (configurable). The trigger is consistent regardless of which level of progressive demand management is currently in place.
- In the recovery phase, all restrictions are lifted in reverse order of implementation.
- If progressive demand management has only advanced to **Level 2 (TCM)**, then the recovery phase simply consists of disengaging the TCM. Advanced signage will be changed to eliminate all warnings of "METER ON." Normal Level 1 operations will resume.
- If progressive demand management has advanced to **Level 3 (TCM + HOV ONLY)**, then the recovery phase will have two stages. The recovery phase will proceed as follows:
    - **Stage 1** – All advanced signage indicating the HOV ONLY restriction will be removed, and all vehicles will be permitted to use the Express Connector. Meanwhile, the TCM will remain engaged. This stage will remain in effect until one of the following conditions are met:
        - **Condition #1:** The density in the EB critical zone rises and exceeds the maximum density for **[3]** consecutive intervals (configurable). This would indicate that congestion remains a problem. Consequently, the HOV ONLY restriction would be restored, and the 3rd level of control would be reinstated.
        - **Condition #2:** The queue at the TCM exceeds **[3400 feet]** or **[100 vehicles]** (both values of which are configurable). This would indicate that the TCM is not yet able to handle the demand resulting from the lifting of the HOV ONLY restriction. As a result, the HOV ONLY restriction would be restored, and the 3rd level of control would be reinstated.
        - **Condition #3:** The density in the EB critical zone stays below the recovery density for **[3]** consecutive intervals. This would indicate that conditions continue to be acceptable despite the removal of the restriction. As a result, the recovery phase would advance to Stage 2.
    - **Stage 2 –** The second stage in recovery is to disengage the TCM. Advanced signage will be changed to eliminate all warnings of "METER ON," and normal Level 1 operations will resume.
- If progressive demand management has advanced to **Level 4 (TCM + BUS/REGISTERED VANPOOLS ONLY)**, then the recovery phase will have three stages, proceeding as follows:
    - **Stage 1** – All advanced signage indicating the BUS/REGISTERED VANPOOLS ONLY restriction will be removed and replaced with HOV ONLY. All HOVs will be permitted to use the Express Connector. The TCM will remain engaged. Stage 1 will remain in effect until one of the following conditions are met:
        - **Condition #1:** The density in the EB critical zone rises and exceeds the maximum density for **[3]** consecutive intervals (configurable). This would indicate that congestion remains a problem. Consequently, the BUS/REGISTERED VANPOOLS ONLY restriction would be restored, and the 4th level of control would be reinstated.
        - **Condition #2:** The queue at the TCM exceeds **[3400 feet]** or **[100 vehicles]** (both values of which are configurable). This would indicate that the TCM is not yet able to handle the demand resulting from the lifting of the restriction. As a

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result, the BUS/REGISTERED VANPOOLS ONLY restriction would be restored, and the 4th level of control would be reinstated.

- **Condition #3:** The density in the EB critical zone stays below the recovery density for **[3]** consecutive intervals. This would indicate that conditions continue to be acceptable despite the removal of the restriction. As a result, the recovery phase would advance to Stage 2.

- **Stage 2** – If conditions remain acceptable at the end of Stage 1, then stage 2 will consist of removing the HOV ONLY restriction from all advanced signage. During this stage, all vehicles will be permitted to use the Express Connector. Meanwhile, the TCM will remain engaged. This stage will remain in effect until one of the following conditions are met:
  - **Condition #1:** The density in the EB critical zone rises and exceeds the maximum density for **[3]** consecutive intervals (configurable). This would indicate that congestion is threatening to return. Consequently, the HOV ONLY restriction would be re-imposed, and the 3rd level of control would be reinstated.
  - **Condition #2:** The queue at the TCM exceeds **[3400 feet]** or **[100 vehicles]** (both values of which are configurable). This would indicate that the TCM is not able to handle the demand resulting from the lifting of the HOV ONLY restriction. To relieve the queuing problem, the HOV ONLY restriction would be restored, and the 3rd level of control would be reinstated.
  - **Condition #3:** The density in the EB critical zone stays below the recovery density for **[3]** consecutive intervals. This would indicate that conditions continue to be acceptable despite the lifting of the HOV ONLY restriction. As a result, the recovery phase would advance to Stage 3.
- **Stage 3** – The third stage in recovery is to disengage the TCM. Advanced signage will be changed to eliminate all warnings of "METER ON," and normal Level 1 operations will resume.

In short, the recovery phase represents the gradual return, in stages, to level 1 (pricing only) operations. During each stage, traffic conditions are monitored to ensure that unraveling the restrictions doesn't result in a deterioration of conditions to unacceptable levels.

## 1.4. Toll Connector Meter

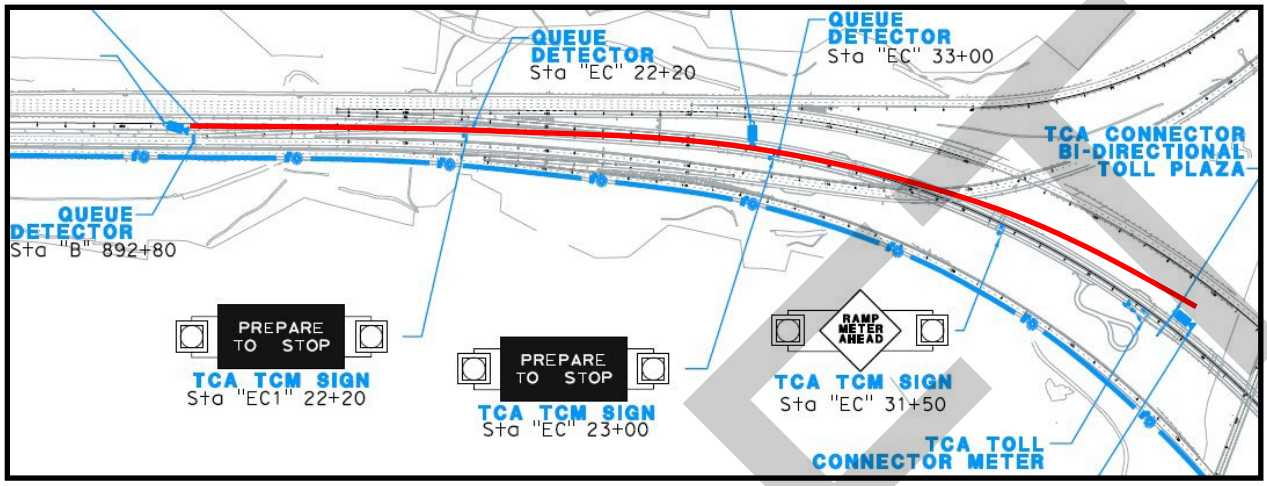
As noted in the previous section, the toll connector meter (TCM) is a critical component of the proposed pricing framework. Whenever the density in the EB critical zone is operating at an unacceptable level, the TCM may be engaged to better manage demand and to control access to the 91 Express Lanes.

The TCM is located 0.65 miles beyond the point at which the Express Connector diverges from SR-241. This positions the TCM about 0.93 miles before the point at which the Express Connector connects to the 91 Express Lanes. The TCM will provide access for a single lane of traffic. Unlike some ramp meters, the TCM will not include a separate lane for High Occupancy Vehicles (HOVs).

Whenever the TCM is engaged, it is important to monitor the queue length upstream of the meter. To perform this function, three queue detectors (labeled in bold blue font on the diagram) will be positioned at approximately 1000' intervals between the TCM signal and the point at which the NB-to-EB Express Connector diverges from SR-241. An excerpt from the plans is depicted in Figure 6 below.

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*Figure 6 – Layout of TCM and associated Queue Detectors*




The bold, red line in Figure 6 depicts the maximum length of the queue at the TCM—currently set at approximately 3400' (0.65 miles). This space can accommodate approximately 95-115 vehicles, depending on vehicle length and car-following behavior. If the queue detectors determine that the queue has exceeded its maximum length, then the next level of PDM will be engaged. This could mean converting to HOV ONLY (if the Express Connector is currently open to all vehicles), or it could mean converting to BUS/REGISTERED VANPOOLS ONLY (if the Express Connector is currently operating as HOV ONLY).

Because of the integral role that these queue detectors will play in managing demand as part of progressive demand management, and because of their relationship to dynamic pricing, it will be critical that the toll system integrator regularly maintain them.

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## 1.5. Summary

To summarize, the proposed tolling concept for the NB-to-EB Express Connector employs four progressive levels of demand management. The intent of these levels is to introduce increasingly aggressive strategies for restricting the flow of traffic on the Express Connector as a means of supporting congestion-free conditions on the 91 Express Lanes.

Throughout the 2nd, 3rd, and 4th levels of demand management, the queue at the TCM and the density in the EB critical zone are both monitored. The framework continually escalates to higher levels of demand management when either (a) the density in the EB critical zone remains stubbornly high (i.e., at or above maximum density), or (b) the queue at the TCM becomes excessively long. The framework gradually transitions back to the 1st level of demand management once the density in the EB critical zone consistently operates below the recovery density. The reversion to the 1st level of demand management occurs in the reverse order of the way the restrictions were imposed.

Appendix B depicts how the corridor's electronic signs in the NB-to-EB corridor will be configured to support the various levels of progressive demand management. The graphics in Appendix B show the following:

- How the signs will be arrayed (1) under normal (free-flow conditions), (2) when the TCM is engaged, (3) when the facility converts to HOV ONLY, and (4) when the facility converts to Bus/Registered Vanpool Only (see Figure 11 through Figure 17).
- How the signs will be arrayed if the NB-to-EB Express Connector needs to be closed because of an incident or due to maintenance activity (see Figure 18).

## 1.6. Dynamic Pricing Day 1 Plan

The progressive demand management framework presented in the preceding subsections (1.1 through 1.5) represents the baseline approach for ensuring efficient traffic operations in the NB-to-EB direction It provides an overview of the array of tools available for enabling the Express Connector to meet its operational goals. In short, it presents the "full toolbox" at the disposal of the facility operator.

Stantec applied this toolbox to its traffic modeling efforts to help anticipate how traffic operations would respond in the opening year. Stantec made the following key observations:

- For the first part of the week (**Mon-Wed**), an Express Connector toll of $9 or less would be sufficient to manage demand in the EB critical zone. No additional PDM measures would be necessary to appropriately manage either the EB critical zone or conditions on the East End.
- However, **Thursdays and Fridays** would be more problematic. To manage conditions at the East End, the Express Connector toll would need to be in the $20-$30 range, and the discharge rate at the TCM would need to be lowered to 240 vehicles per hour (one vehicle every 15 seconds). F/ETCA considered this to be an unsustainably low discharge rate that would likely trigger many violations.
- **Weekends** were not modeled but Stantec's expectation was that demand would generally be less than the first part of the week (Mon-Wed).

In short, the application of the "full toolbox" on Thursdays and Fridays would likely create a situation

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requiring the engagement of the TCM at a very low discharge rate. This, in turn, would lead to either a significant number of violations (potentially compromising conditions at the East End) or an extensive building of queues (which would inevitably lead to HOV ONLY mode).

As a means of avoiding operational disruptions on Thursday and Friday afternoons, it was decided to modify the approach to PDM. This approach would take the following two steps during "Peak Density periods" on Thursday and Friday afternoons:[6]

- Skip the 2nd level of control (TCM) entirely, since it will be ineffective during periods of extremely high demand.
- Preemptively implement the 3rd level of control, HOV ONLY, at the front end of the peak travel time. As an option, the TCM can be implemented concurrently with HOV ONLY mode to break up platooning and help with enforcement. This approach will help avert operational problems in the EB critical zone and at the East End.

The preemptive implementation of HOV ONLY would best be done on a *scheduled* basis, based on regularly- observed travel patterns in the corridor. This will introduce a degree of predictability to demand management, making it easier for regular drivers through the corridor to adjust their travel accordingly.

Stantec's modeling of the above approach indicated the following:

- A **$20 toll** on the Express Connector, accompanied by an access restriction lasting **2 hours and 15 minutes**, would be sufficient to manage demand in both the EB critical zone and the East End.
- A **$30 toll** on the Express Connector, accompanied by an access restriction lasting **1 hour and 15 minutes**, would be sufficient to manage demand in both the EB critical zone and the East End.

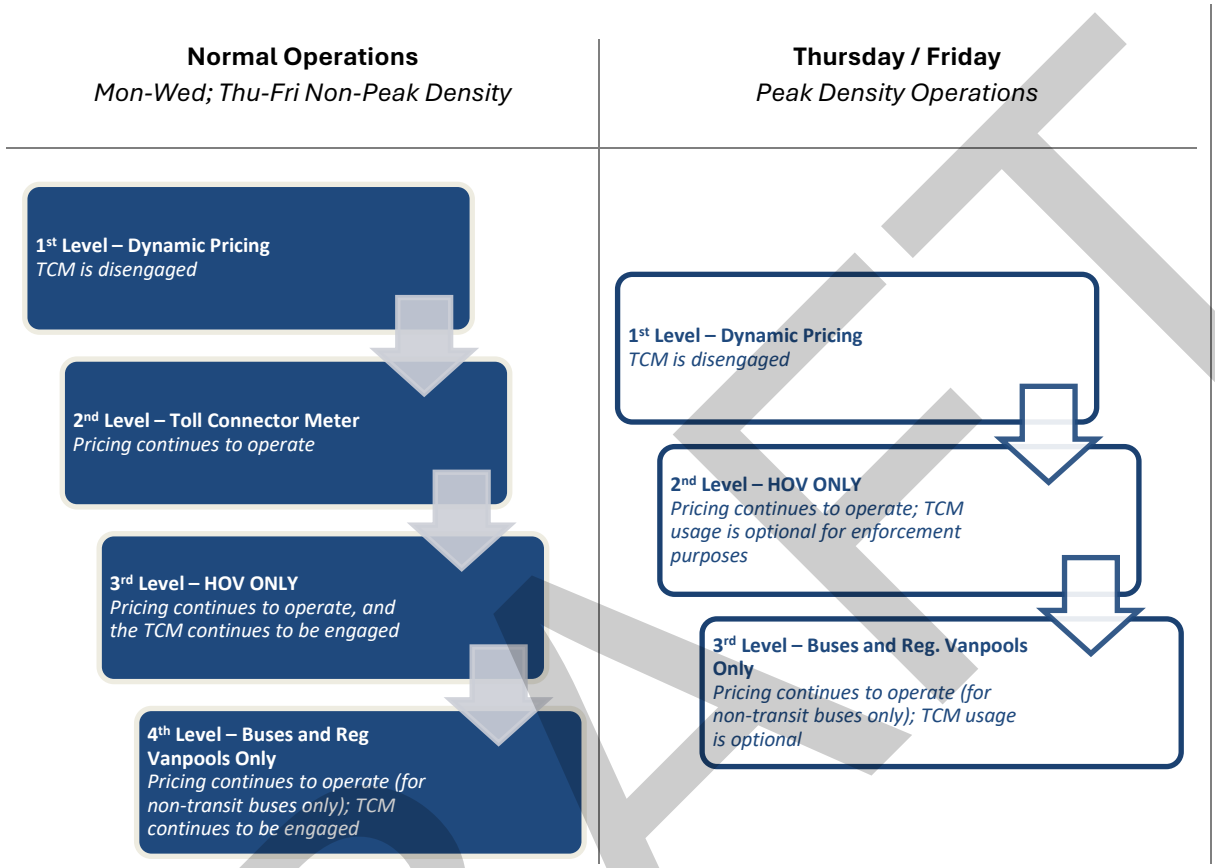
In other words, skipping the TCM level and preemptively implementing HOV ONLY should provide a consistent and effective strategy for managing demand during Peak Density periods on Thursdays and Fridays. During the remainder of the week, the normal progression presented graphically in Figure 1 will apply.

The basic framework for the Dynamic Pricing Day 1 Plan is presented in Figure 7.

[6] The term "Peak Density period" is used in the Exhibit to refer to a period of extremely high demand. Peak Density periods are a subset of peak periods, and they are only observed in the eastbound direction. A detailed review of traffic data has indicated that Peak Density periods occur on Thursday afternoons (2-3pm) and Friday afternoons (1-3pm). Traffic modeling has indicated that, outside of Peak Density periods, pricing alone should be sufficient to manage demand on the Express Connector. However, during Peak Density periods, the additional measures provided by the progressive demand management (PDM) framework will likely be necessary. The strategy presented in Section 1.6 outlines a unique application of PDM to be deployed during Thursday and Friday Peak Density periods in the initial (Day 1) stages of dynamic pricing.

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*Figure 7 – Dynamic Pricing Day 1 Plan*




For a detailed summary of the results of Stantec's traffic modeling of the NB-to-EB Express Connector, please see the matrix in Appendix A.[7]

## 1.7. Flexible Deployment of Progressive Demand Management

The previous section laid out an alternative implementation of progressive demand management (PDM), to be deployed during Thursday and Friday Peak Density periods. This alternative differs from the "Full Toolbox" approach to PDM in two important ways:

- First, one level of PDM—the "Toll Connector Meter" level—is avoided entirely.
- Second, the second level of PDM is triggered by a schedule rather than by operational conditions.

This variation of PDM in the context of Thursday and Friday Peak Density periods highlights an important point: Final implementation of dynamic pricing on the NB-to-EB approach should support flexible alterations of the progressive demand management structure initially presented in Figure 1.

[7] The framework developed for Normal Operations and for Peak Density Operations was based on information available at the time of this Agreement. Please note that framework will be re-evaluated (and adjusted if needed) prior to opening as more recent data becomes available.

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Specifically, any final implementation of dynamic pricing should be able to accommodate the following:

- **Enabling the various levels of PDM to be engaged in a different order**. This would include, for example, the ability to engage the HOV-related access restrictions before engaging the toll connector meter.
- **Enabling various levels of PDM to be bypassed entirely**. This would include, for example, the ability to completely skip the Toll Connector Meter.
- **Facilitating the option to use either HOV2+ ONLY and HOV3+ ONLY**. There is considerable uncertainty regarding the relative volume of traffic that would use the Express Connector under an HOV2+ restriction as compared to an HOV3+ restriction. It would be helpful to have the flexibility to enable a less-onerous HOV2+ restriction prior to any subsequent restrictions. In other words, in the ultimate implementation of PDM, it would be helpful if Level 3 (HOV ONLY) were subdivided into Level 3a (HOV2+ ONLY) and Level 3b (HOV3+ ONLY). Moreover, the PDM framework should have the flexibility to prefer one over the other, or alternatively to deploy both in sequence.
- **Supporting multiple methods of transition from one level of PDM to another**. The "Full Toolbox" approach to PDM, as outlined in Sections 1.1 through 1.5, presented a detailed plan for moving from one level of PDM to another in an automated fashion, based on evolving traffic conditions. However, the ultimate implementation of PDM should also support both *scheduled* and *manual* transitions between levels. For example, the success of the Dynamic Pricing Day 1 plan depends on the ability to preempt the normal functioning of dynamic pricing by scheduling a transition to HOV ONLY.

Another feature of the "flexible deployment" approach to PDM would be the ability to use the toll connector meter as a traffic control device. For example, consider the "Thursday/Friday Operations" framework depicted in Figure 7. During the period in which the HOV ONLY restriction is engaged, the TCM will not be operating as a meter. However, it may be helpful to have the TCM activated, with short cycle lengths, during the HOV ONLY restriction. Its effect would be to slow traffic and break up platoons, which in turn could support HOV enforcement efforts.

The process of implementing alterations to the baseline PDM framework is discussed in Section 5.2 of Exhibit F (*Traffic Operations Metrics Monitoring and Governance*).

## 2. Progress Demand Management on the Westbound-to-Southbound Connector

The proposed approach for the WB-to-SB Express Connector will focus on managing demand through price alone. There are at least three obstacles to effective implementation of the full "progressive demand management toolbox" (as laid out in Section 1) in the WB-to-SB direction:

- First, since the Express Connector lies downstream of the WB critical zone, there is no way to effectively implement a tollconnector meter.
- Second, the existing signage is insufficient to support the implementation of progressive demand management (PDM). An entirely new array of signs would be required to communicate restrictions such as HOV ONLY or BUS/REGISTERED VANPOOLS ONLY.
- Third, even if signage were available, the implementation of PDM would have tremendous potential to confuse drivers. To illustrate, consider a situation in which F/ETCA sought to impose an HOV ONLY restriction on the WB-to-SB Express Connector. To do so, F/ETCA would

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need to post an HOV ONLY message prior to the entrance to the WB Express Lanes. This sign would necessarily be placed in view of **all** drivers accessing the OCTA 91 Express Lanes in the WB direction. Therefore, the sign would need to clearly communicate that the restriction only applied to drivers destined for the WB-to-SB Express Connector. There would be a high risk that OCTA customers who were planning to travel the full length of the 91 Express Lanes could be confused and therefore avoid using the Express Lanes, when in fact the HOV restriction did not apply to them.

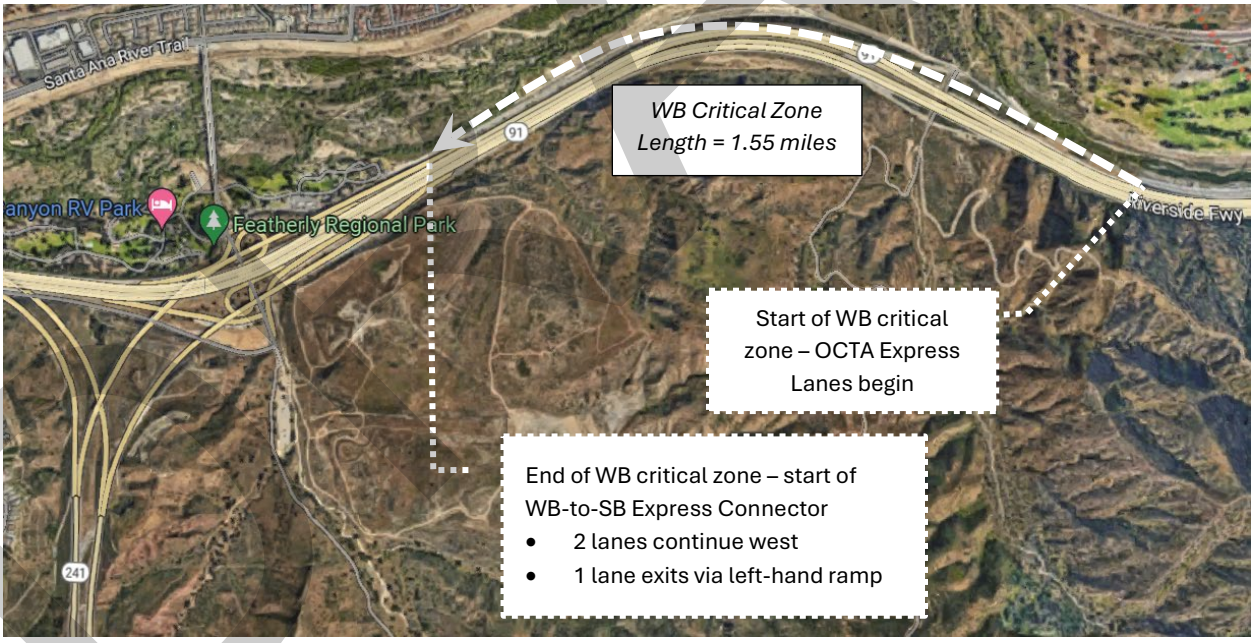
For these reasons, it has been determined that demand for the WB-to-SB Express Connector will be managed through Level 1 (price alone). Subsequent levels may be implemented in the future as traffic volumes increase and density rises.

## 2.1. WB-to-SB Approach Overview

In general terms, the proposed tolling approach for the WB-to-SB Express Connector can be described as follows:

- The tolling approach will focus on the 1.55-mile WB critical zone depicted in Figure 8. Tolling operations will be designed to ensure that this segment of roadway operates *at or above* agreed-to performance metrics. Please see Exhibit F of the Operating Agreement for a detailed discussion of traffic operations metrics.

***Figure 8 – WB Critical Zone of the 91 Express Lanes***



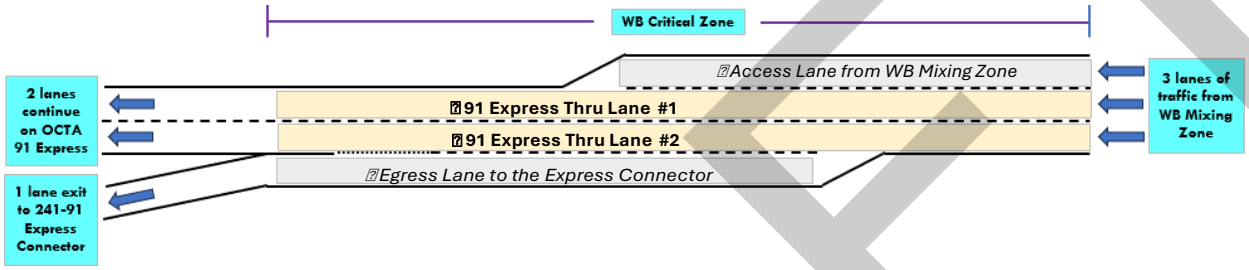

- The goal for tolling operations should be to maintain conditions such that they are at or below a configurable density level in the WB critical zone. The desired density level for the WB critical zone need not be identical to the desired density level for the EB critical zone.

- The price to use the WB-to-SB Express Connector shall be related to the density observed in the WB critical zone. The calculation of density in the WB critical zone will focus on data collected

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from the two thru lanes that continuously serve the 91 Express lanes. These are illustrated by the shaded lanes depicted in Figure 9. The calculation of density will not consider speeds and volumes collected from the egress lane to the Express Connector, nor will it consider speeds and volumes collected from the access lane from the WB mixing zone prior to its merge onto the 91 Express Lanes. The purpose of this restriction is to ensure that traffic being served by the 91 Express Lanes receives congestion-free service, regardless of what is going on in the adjoining lanes.

*Figure 9 – Designated Lanes for Measuring Density in the WB Critical Zone*



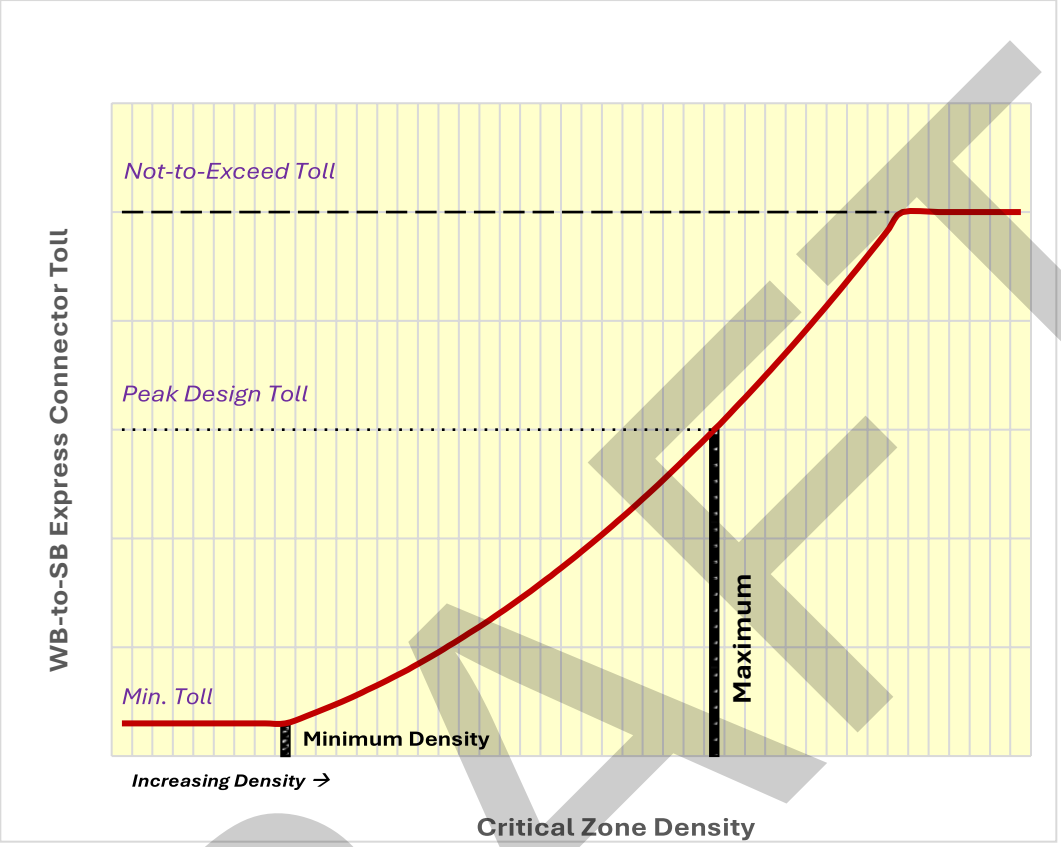

- As noted in the discussion of the EB critical zone, traffic conditions in the WB critical zone will be monitored, densities calculated, and prices adjusted at frequent intervals. The intervals should be no shorter than two minutes in length and no longer than fifteen minutes in length, with a recommended duration of **[5]** minutes. The duration of the interval should be configurable and should be the same in eachdirection.

## 2.2. Formula Governing Density-Price Relationship

The graphic depicted in Figure 10 illustrates the proposed relationship between density and price for the WB- to-SB Express Connector. The basic parameters of the graphic are similar to those that were presented for the NB-to-EB Express Connector. However, the actual values underlying the graphic may differ in each direction.

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*Figure 10 – Conceptual Relationship between Density and Price, WB-to-SB Express Connector*




The components of Figure 10 are very similar to those of Figure 4. They are defined below.

- **Minimum Density**. This is the density level in the critical zone above which the toll rate begins to rise. If the density in the critical zone is at or below this level, the minimum toll will apply. Stated another way, the "minimum density" represents the highest density level at which the minimum toll will apply.
- **Minimum Toll**. This is the toll rate that would be assessed whenever the density in the WB critical zone is at or below the "minimum density" level. It is the lowest toll that would be charged for the Express Connector.
- **Maximum Density**. This represents the maximum density that would be considered acceptable in the WB critical zone. Toll rates would escalate very quickly when the density exceeds this level.
- **Peak Design Toll**. This represents the highest toll rate that would normally be charged to customers to use the Express Connector. This toll rate would apply when the density in the EB critical zone reaches the maximum density.
- **Not-to-Exceed Toll**. This represents the maximum toll rate that would be charged. A Not-to Exceed Toll may be used to prevent the dynamic pricing system from producing an unexpectedly high toll rate, but is not permitted to be used as a price cap. The Parties will establish a Non-to-Exceed Toll for purposes of controlling and monitoring the dynamic pricing algorithm.

The general formula governing the **curved portion** of the density-price graph is essentially the same as

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the formula governing the NB-to-EB Express Connector. The formula is described below.

$$Toll = k * (\theta * D)^{\beta}$$

Where:

k = minimum toll

D = density in the EB critical zone

Θ = multiplier, calibrated such that "Θ * D" = 1.0 at the point of minimum density

ß = rate escalation factor

- To ensure that tolls escalate at an ever-increasing rate as density increases, ß should be set at a value greater than 1.0
- The value of ß should be calibrated such that the toll rate reaches the peak design toll when density reaches the maximum density level described above

To illustrate, consider the following hypothetical situation in which the following parameters are defined:

- The minimum toll rate is $3.00
- The minimum toll rate applies to all densities up to 9 vplpm
- The peak design toll is $30
- The maximum density is 30 vplpm
- The not-to-exceed toll is $50

The formula in this instance would be:

**Toll = $3.00 * (0.1111 * D)$^{1.9125}$**

*where D = density in the WB critical zone*

*subject to a minimum toll of **$3.00** and a not-to-exceed toll of **$50.00***

The formula described above translates density into price in the following manner:

- When the density in the WB critical zone is at or below the minimum density of 9 vplpm, the toll is equal to the minimum toll of $3.00.
- When the density in the WB critical zone is at the maximum density of 30 vplpm, the toll is equal to the peak design toll.
- When the toll reaches the not-to-exceed toll, the price holds regardless of the recorded density. Under the parameters of the formula noted above, the not-to-exceed toll of $50 is reached when the density in the critical zone is nearly 39 vehicles per lane per mile (vplpm). Any density above that level would still trigger a toll of $50.
- All values should be configurable to enable an appropriate pricing response to actual conditions. The values to be deployed when the system goes live will be determined in consultation with all Partner agencies. This process will be informed by simulation modeling and testing.

As noted earlier, the key parameters (e.g., minimum toll rate, minimum density, peak design toll rate, maximum density) may be different in each direction. The process of determining these key parameters will be informed by simulation modeling and testing. The values to be deployed when the system goes live will be determined in consultation with all Partner agencies.

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## 2.3. Benefits and Risks of Demand Management by Price Alone

The proposed pricing framework for the WB-to-SB Express Connector implicitly assumes that price alone will be sufficient to both (a) manage demand for the Express Connector, and (b) maintain acceptable conditions within the WB critical zone. No additional control measures will be employed in the WB-to-SB direction. This approach, which contrasts with the "progressive demand management" approach recommended for the NB- to-EB direction, carries both benefits and risks.

- Benefits of the "Price Alone" approach
    - **Simplicity**. The price to use the Express Connector is a function of density, with no other layers of control required.
    - **Clarity**. This approach avoids potential confusion for OCTA customers.
    - **Cost**. This approach is cheaper to implement (by avoiding the need for new signage) and operate (less TOC support required).
- Risks of the "Price Alone" approach
    - **Acceptable cost.** This approach requires that a price that is lower than the "not-to-exceed toll" will be sufficient to manage conditions in the WB critical zone.
    - **Fewer tools**. If price alone fails to manage the demand in the WB critical zone, there is no backstop (such as a meter or an access restriction).

Initial traffic modeling has indicated that peak-period conditions in the WB critical zone can be sustained with an Express Connector toll of $11. In other words, traffic modeling to date does not support the need for progressive demand management (PDM); pricing alone should be sufficient to sustain acceptable traffic operations. However, in the future, the governance team (discussed in Exhibit F of the Operating Agreement), through continuous operational monitoring and oversight, will have the opportunity to incorporate additional PDM tools beyond price (as needed) to satisfy the corridor's performance metrics.

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# Appendix A. Stantec Modeling Summary

Stantec modeled six scenarios as part of its detailed analysis of progressive demand management for the NB-to-EB Express Connector. These scenarios are described below:

- **Scenario 0 – Baseline**. This scenario assesses the no-build condition.
- **Scenario 1 – Dynamic Pricing Only**. This scenario considers the toll rate that would need to be charged on the Express Connector if *pricing alone* were required to satisfy the performance metrics. The key outcome of this scenario was that the EC price would need to be very high to manage demand by itself.
- **Scenario 2 – Dynamic Pricing + TCM**. This scenario considers how the toll connector meter (TCM) would need to operate (in terms of discharge rate and length of operation) if it were engaged once the Express Connector toll hit a certain level. The key outcome of this scenario was that, if the EC toll were held to a reasonable level, then the discharge rate would need to be extremely (and perhaps unmanageably) low to manage demand appropriately.
- **Scenario 3 – Dynamic Pricing + TCM + HOV3+ Only**. This scenario considers the combined implementation of dynamic pricing (held to $20 or less), the TCM (held to a discharge rate of no less than 600 vehicles per hour), and HOV ONLY (defined as 3 or more occupants). The key outcome of this scenario was that the TCM would need to be engaged for 2 hours and 45 minutes during Friday peak periods. For most of that time (2:15), the HOV ONLY restriction would also need to be engaged.
- **Scenario 4 – Dynamic Pricing + HOV3+ Only**. This scenario considers bypassing the TCM stage and going directly from "Dynamic Pricing Only" to "Dynamic Pricing + HOV ONLY." The rationale is that bypassing the TCM eliminates a very short-lived stage of PDM and, in doing so, avoids any potential queuing issues at the TCM. The key outcome of this scenario is the discovery that this strategy, coupled with a toll rate of $30 at the Express Connector, yields a situation in which access restrictions are only required for 1:15 of the peak period on Friday afternoons.
- **Scenario 5 – Dynamic Pricing + HOV2+ Only**. This scenario is nearly identical to Scenario 4, except that the HOV restriction is 2+ instead of 3+. The analysis indicates a very similar result to Scenario 4. A toll rate of $30, coupled with an HOV2+ restriction of 1:15 during peak periods, is sufficient to manage the demand.

Table 2 (on the following page) provides a detailed summary of the modeling results.

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*Table 2 – Summary Results of Stantec's Modeling of the NB-to-EB Corridor*

| EB 2028 EC Scenarios & Results Peak Hour (2-3pm) | | Toll Rates | | Toll Connector Meter | | | | HOV Active Time | ELC Volume | 241 GP queue | EC vs GP Time Savings (*No Build shows GP TT*) | Comments / Additional Information |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | RC 91 EL | 241/91 EC | Active Time | time b/t green | Queue | Delay | | | | | |
| **0. 2028 No Build** | Fri 0 | $10 | Not Applicable | | | | | | | 6.4 mi | *63 min* | • Expect 241 GP to worsen over next several years |
| **1. Dynamic Pricing Only** | M-W 1a | $10 | $9 | Not Triggered | | | | | 700 | <1.0 mi | ~2 min | • Demand requires high tolls on Thurs for 1 hr. and Fri for 3 hrs. Not required Mon-Wed.<br>• EC tolls of $10 or less using Dynamic Pricing is sufficient to manage Critical Zone, but elevated tolls are needed to manage the East End 91 EL within 3000 vph.<br>• A higher RC 91 EL toll reduces the ELC toll<br>• Using other PDM tools may reduce high EC tolls to help manage east end |
| | Thurs 1a | | $46 | | | | | | 460 | 1.6 mi | 14 min | |
| | Fri 1a | | $59 | | | | | | 255 | 2.1 mi | 21 min | |
| | Fri 1b | $12 | $53 | | | | | | 325 | 2.0 mi | 19 min | |
| | Fri 1c | $15 | $43 | | | | | | 435 | 1.8 mi | 16 min | |
| **2. Trigger Toll Connector Meter at $20 or $30** | Thurs 2a | $10 | $20 | 1:30 | 8 sec | 0.3 mi | 5 min | Not Triggered | 505 | 1.5 mi | 8 min | • TCM queues within storage limit for <3 hours. Max of 15 sec b/t green signals (avg hourly)<br>• $30 vs $20 trigger results in shorter TCM queues and less activation time but does not reduce time b/t green signals.<br>• Changes in RC 91 EL tolls may reduce TCM queue, reduce time b/t green signals, and reduce the duration the TCM is active.<br>• Metering during peak periods with long wait times may result in customer frustration and unwanted driver behavior |
| | Fri 2a | | | 2:30 | 15 sec | 0.3 mi | 11 min | | 295 | 1.8 mi | 6 min | |
| | Fri 2b | | $30 | 1:45 | 15 sec | 0.3 mi | 9 min | | 300 | 1.9 mi | 9 min | |
| | Fri 2c | $12 | | 1:15 | 12 sec | 0.2 mi | 6 min | | 370 | 1.7 mi | 9 min | |
| | Fri 2d | $15 | | 1:00 | 9 sec | 0.2 mi | 4 min | | 460 | 1.6 mi | 10 min | |
| **3. TCM at $20 limited to 6s, HOV 3+ Only** | Fri 3a | $10 | $20 | 2:45 | 6 sec | 0.3 mi | 2 min | 2:15 | 550 | 3.8 mi | 50 min | • Limiting time b/t green signals to 6 sec requires HOV 3+ Only mode to reduce EC demand. TCM queues are shorter, but GP queues are longer. |
| **4. Trigger HOV 3+ Only at $20 or $30**<br><br>(assumes 25% HOV3+) | Fri 4a | $10 | $20 | Assumes TCM not active in managing demand.<br><br>Activating TCM when in HOV ONLY may improve HOV enforcement to help manage demand. | | | | 2:15 | 150-160 vph | 3.5 mi | 43 min | • HOV 3+ Only mode reduces EC demand and eliminates TCM queues. EC demand may shrink more than needed to manage Critical Zone and East End.<br>• 241 GP queues are longer since demand is pushed from EC to GP connector.<br>• Higher RC 91 EL tolls allows for less HOV Only active time and decreases GP queues.<br>• $30 vs $20 trigger results in less HOV Only time at $10 RC 91 EL toll and less GP queues. Otherwise, $30 vs $20 trigger reduces EC demand and extends GP queues |
| | Fri 4b | $12 | | | | | | 1:15 | | 2.0 mi | 19 min | |
| | Fri 4c | $15 | | | | | | 1:00 | | 1.8 mi | 17 min | |
| | Fri 4d | $10 | $30 | | | | | 1:15 | 130-140 vph | 2.2 mi | 21 min | |
| | Fri 4e | $12 | | | | | | 1:15 | | 2.1 mi | 20 min | |
| | Fri 4f | $15 | | | | | | 1:00 | | 2.0 mi | 19 min | |
| **5. Trigger HOV 2+ Only at $20 or $30**<br><br>(assumes 60% HOV2+) | Fri 5a | $10 | $20 | Assumes TCM not active in managing demand.<br><br>Activating TCM when in HOV ONLY may improve HOV enforcement to help manage demand. | | | | 2:15 | 370-380 vph | 1.8 mi | 17 min | • More EC demand and shorter GP queues versus HOV3+ scenarios<br>• $30 vs $20 trigger results in less HOV Only time at $10 RC 91 EL toll and less GP queues. Otherwise, $30 vs $20 trigger reduces EC demand and extends GP queues<br>• Higher RC 91 EL tolls allows for less HOV Only active time and decreases GP queues.<br>• In scenarios with $10 or $12 RC 91 EL toll, east end volume exceeds 3000 vph at 60% HOV Share, so improved HOV enforcement and/or other PDM tools needed. |
| | Fri 5b | $12 | | | | | | 1:15 | | 0.9 mi | 8 min | |
| | Fri 5c | $15 | | | | | | 1:00 | | 0.6 mi | 5 min | |
| | Fri 5d | $10 | $30 | | | | | 1:15 | 320-330 vph | 1.5 mi | 13 min | |
| | Fri 5e | $12 | | | | | | 1:15 | | 1.3 mi | 11 min | |
| | Fri 5f | $15 | | | | | | 1:00 | | 1.0 mi | 8 min | |

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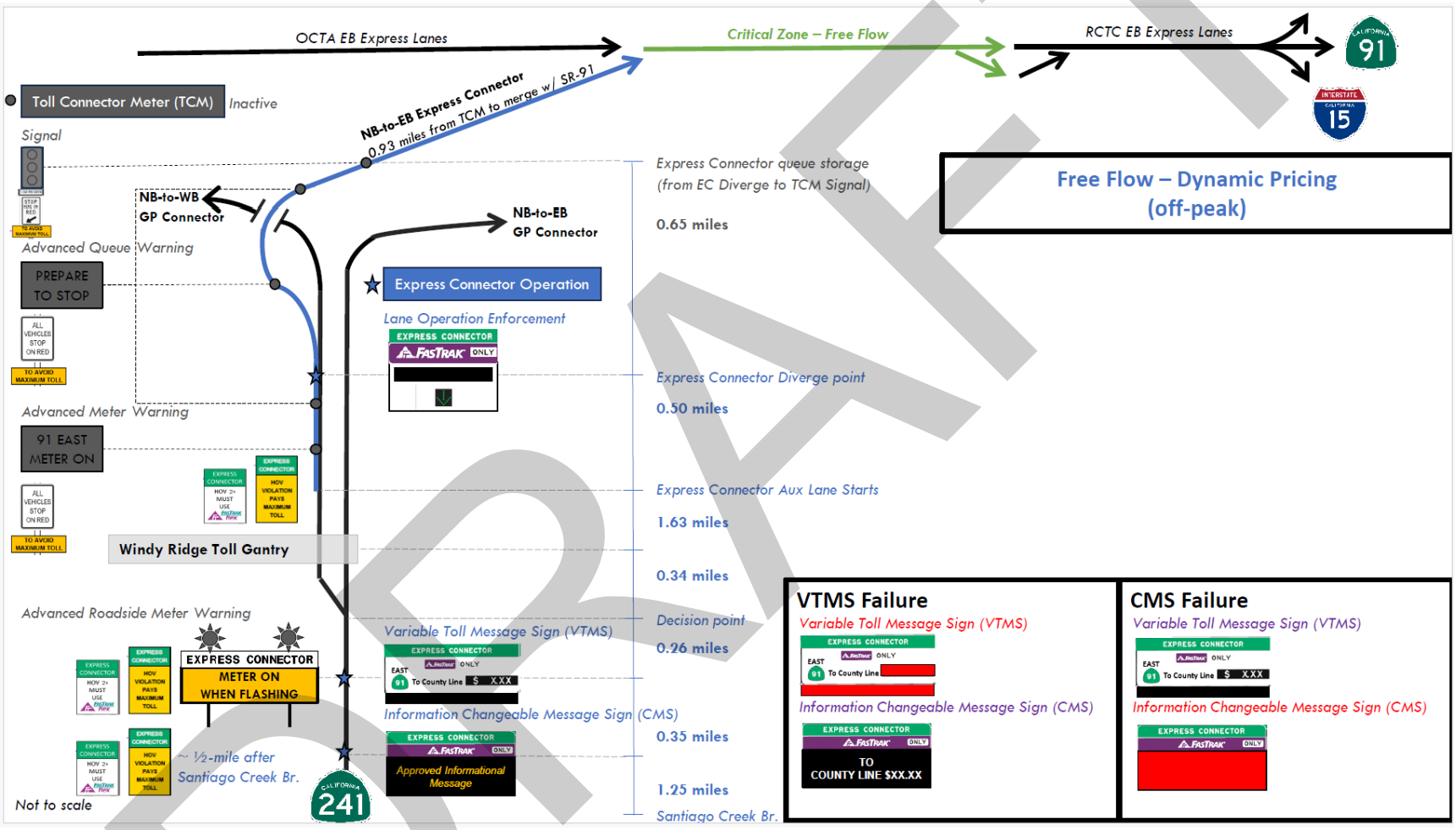
# Appendix B. Electronic Signage Scenarios

The nine graphics in this appendix depict how the corridor's electronic signs will be configured to support the various levels of progressive demand management. The graphics are laid out in the following order:

- Figure 11 (off-peak) and Figure 12 (peak) depict the array of signage that supports **normal operations** on the NB-to-EB Express Connector.
- Figure 13 (off-peak) and Figure 14 (peak) depict the array of signage that supports operations when the **TCM is engaged** on the NB-to-EB Express Connector.
- Figure 15 (off-peak) and Figure 16 (peak) depict the array of signage that supports operations when the NB-to-EB Express Connector transitions to **HOV ONLY** mode.
- Figure 17 depicts the array of signage that supports operations when the NB-to-EB Express Connector transitions to **Transit and Vanpool Only** mode.
- Figure 18 depicts the array of signage informing the public if the NB-to-EB Express Connector is **closed** (e.g., because of an incident or due to maintenance requirements).
- Lastly, Figure 19 depicts the array of signage that supports traffic operations for the WB-to-SB Express Connector.

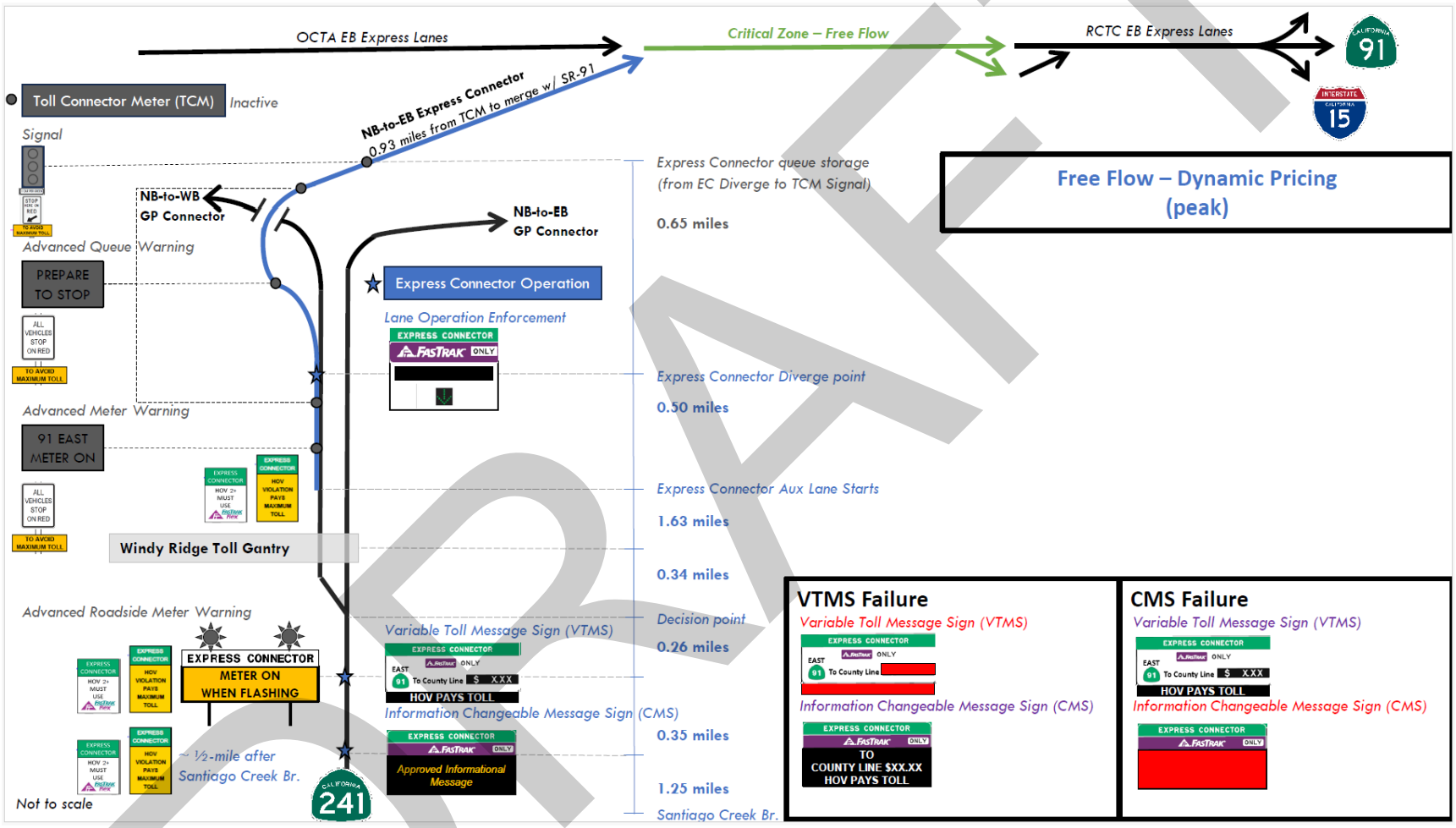
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*Figure 11 – NB-to-EB Sign Configuration, Dynamic Pricing in Free-Flow Conditions (Off-Peak)*



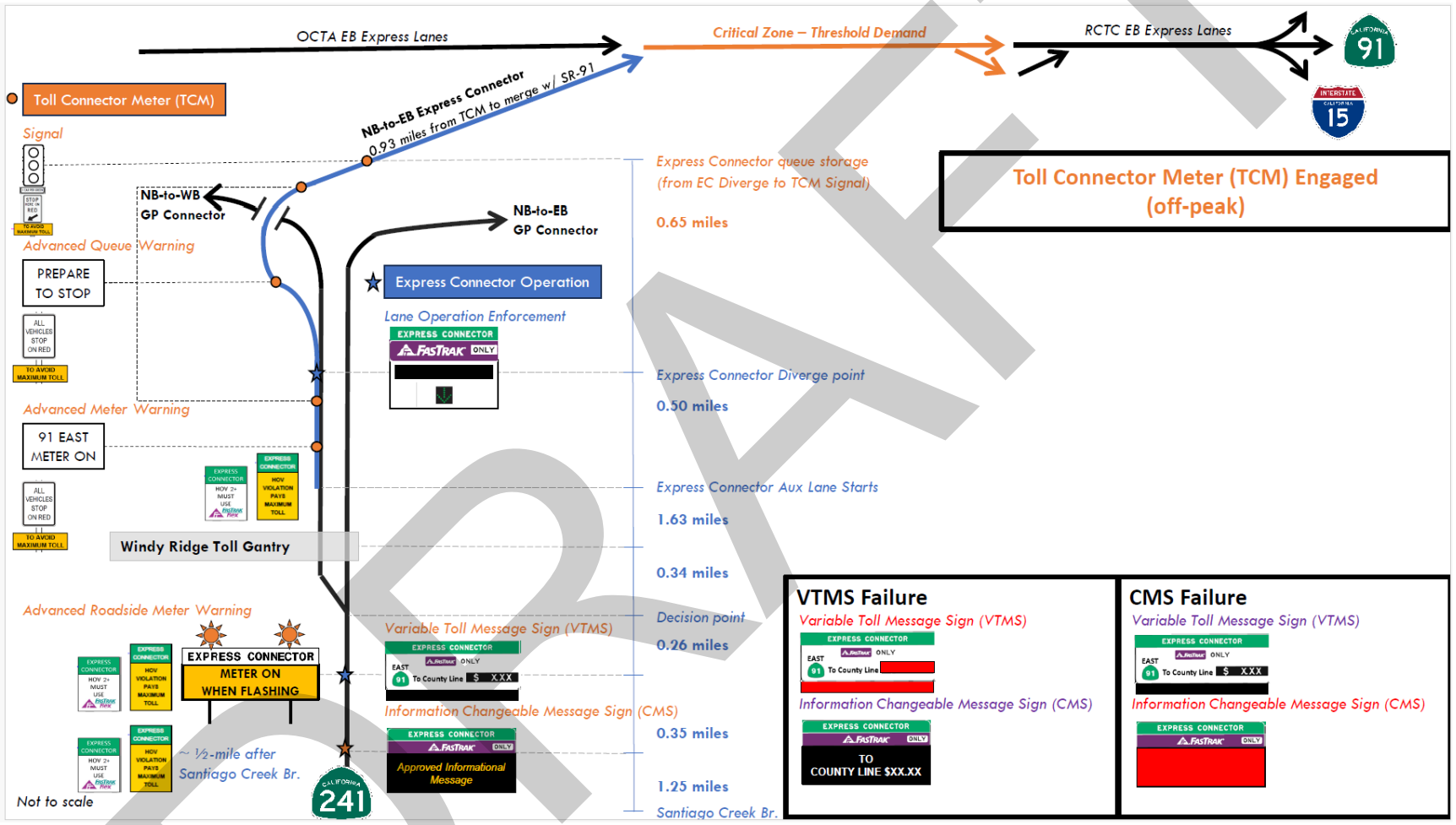

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*Figure 12 – NB-to-EB Sign Configuration, Dynamic Pricing in Free-Flow Conditions (Peak)*



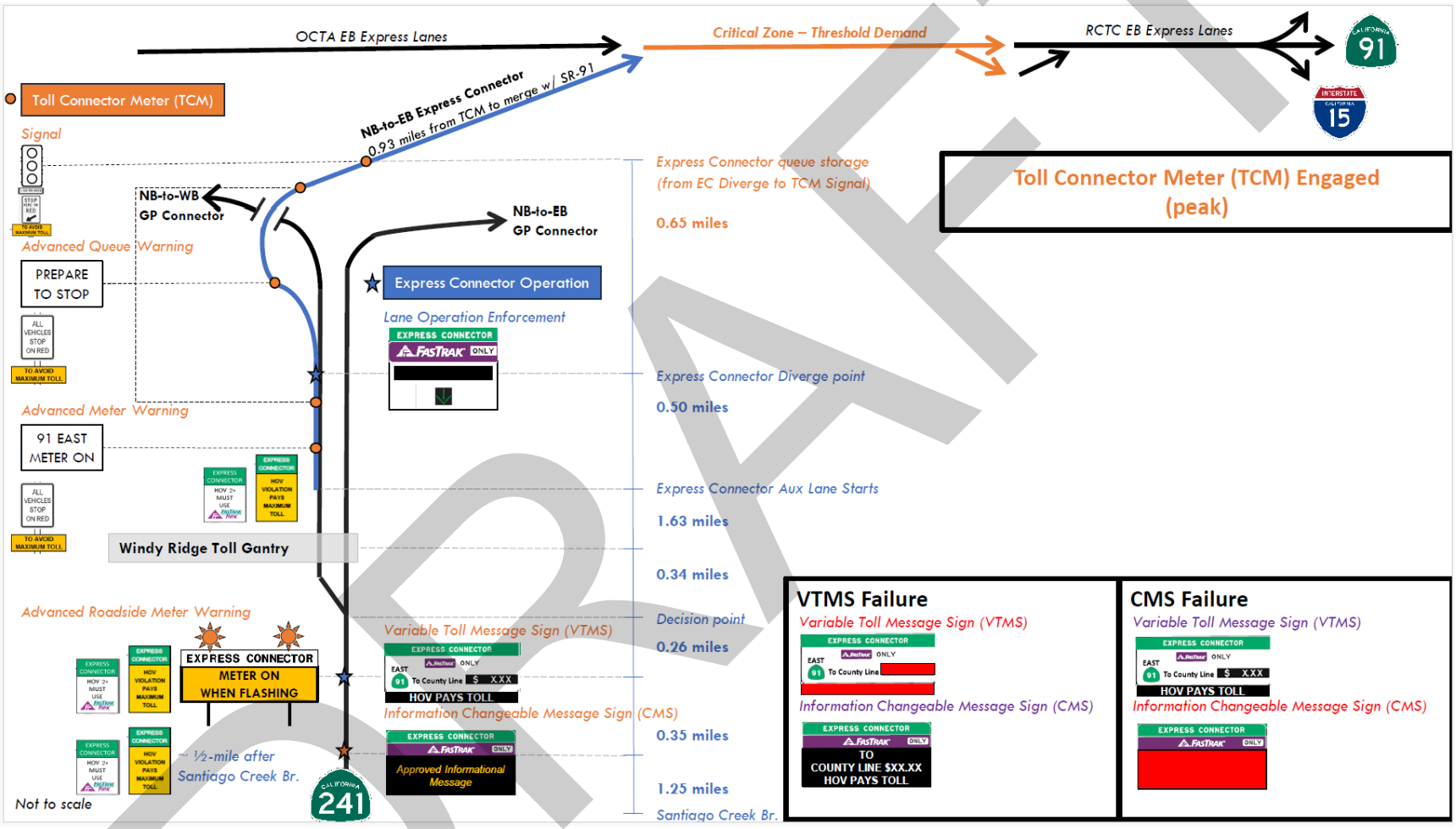

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*Figure 13 – NB-to-EB Sign Configuration, TCM Engaged (Off-Peak)*



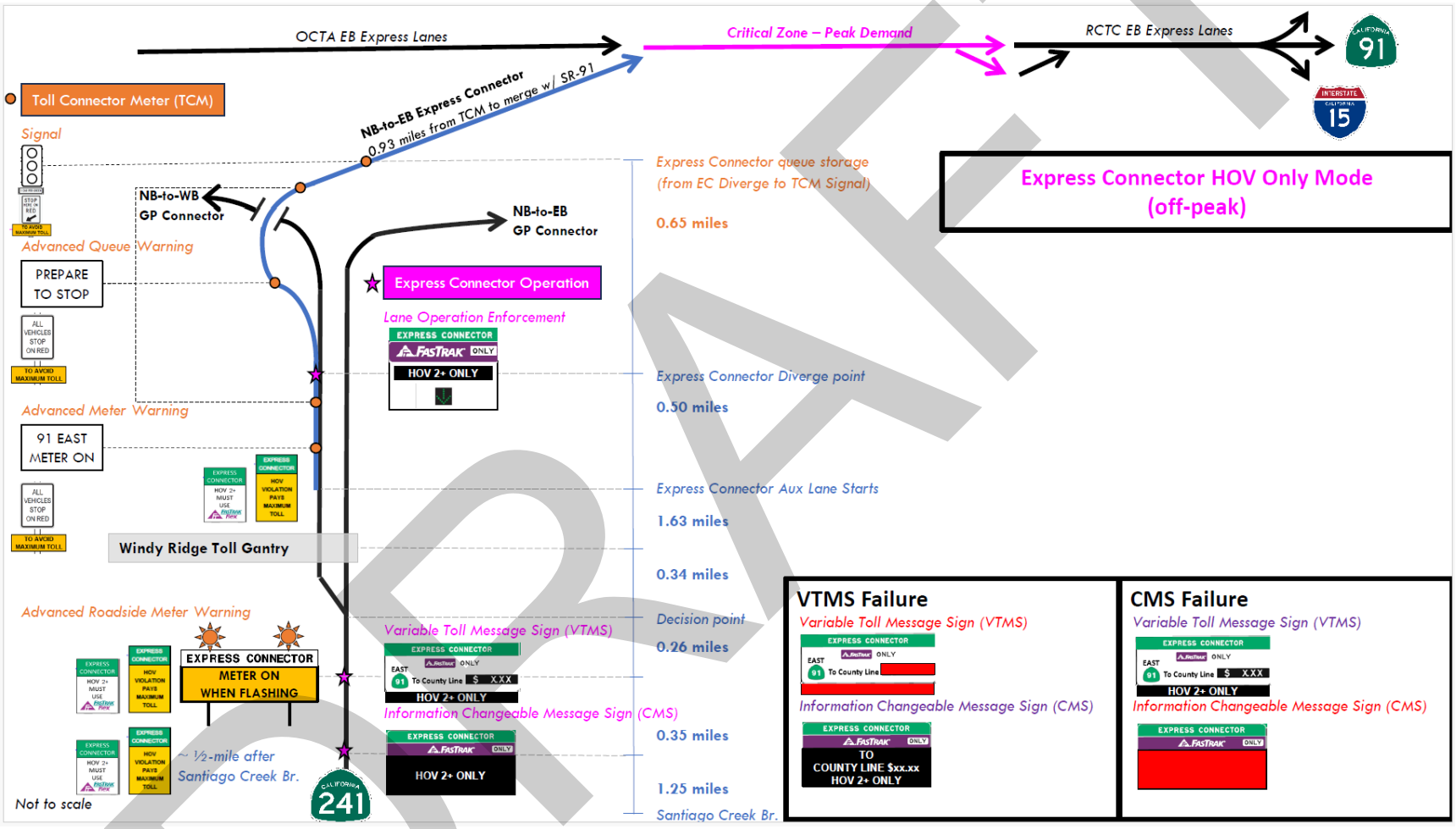

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*Figure 14 – NB-to-EB Sign Configuration, TCM Engaged (Peak)*



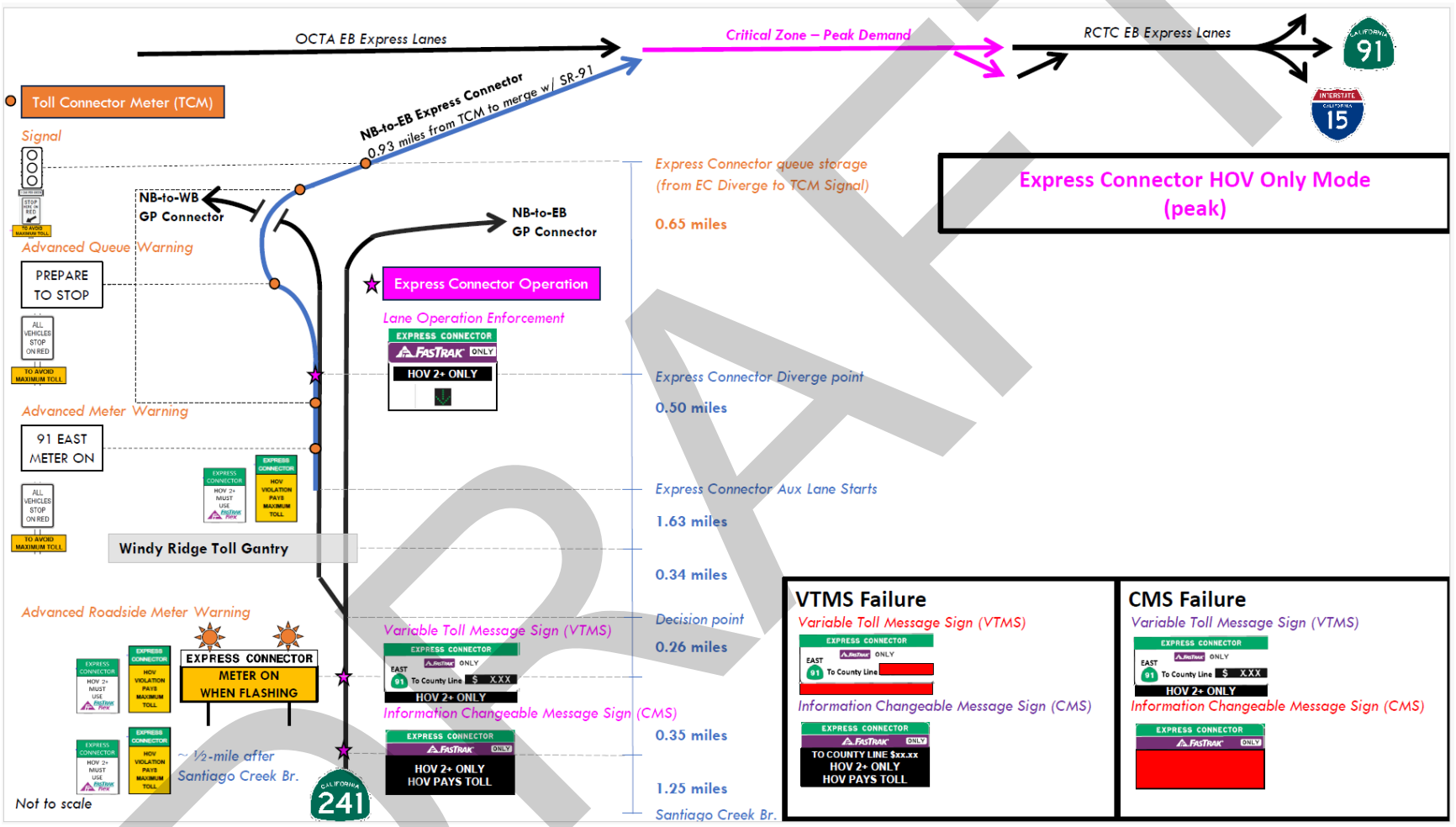

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*Figure 15 – NB-to-EB Sign Configuration, HOV ONLY Mode (Off-Peak)*



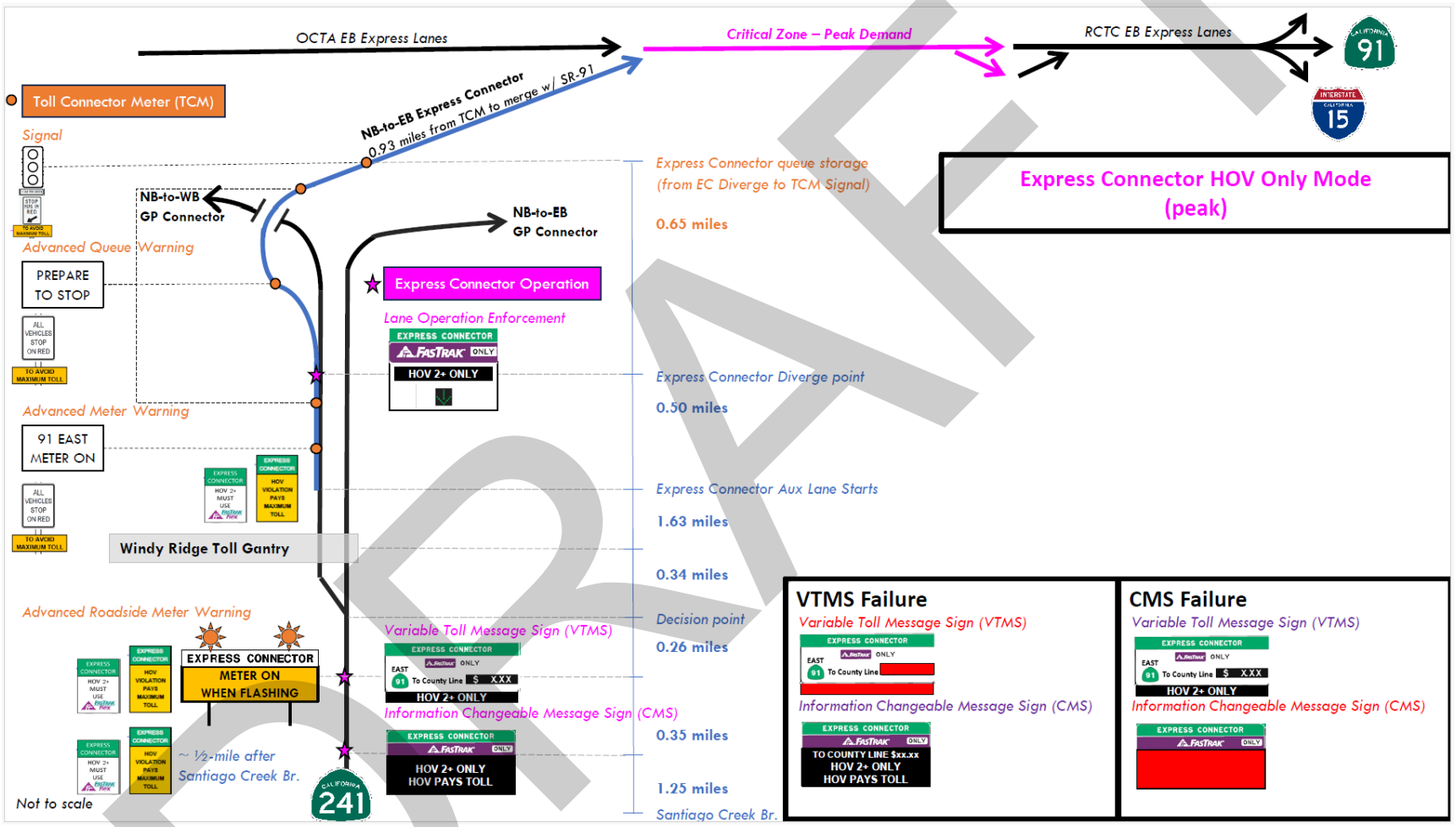

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*Figure 16 – NB -to-EB Sign Configuration, HOV ONLY Mode (Peak)*



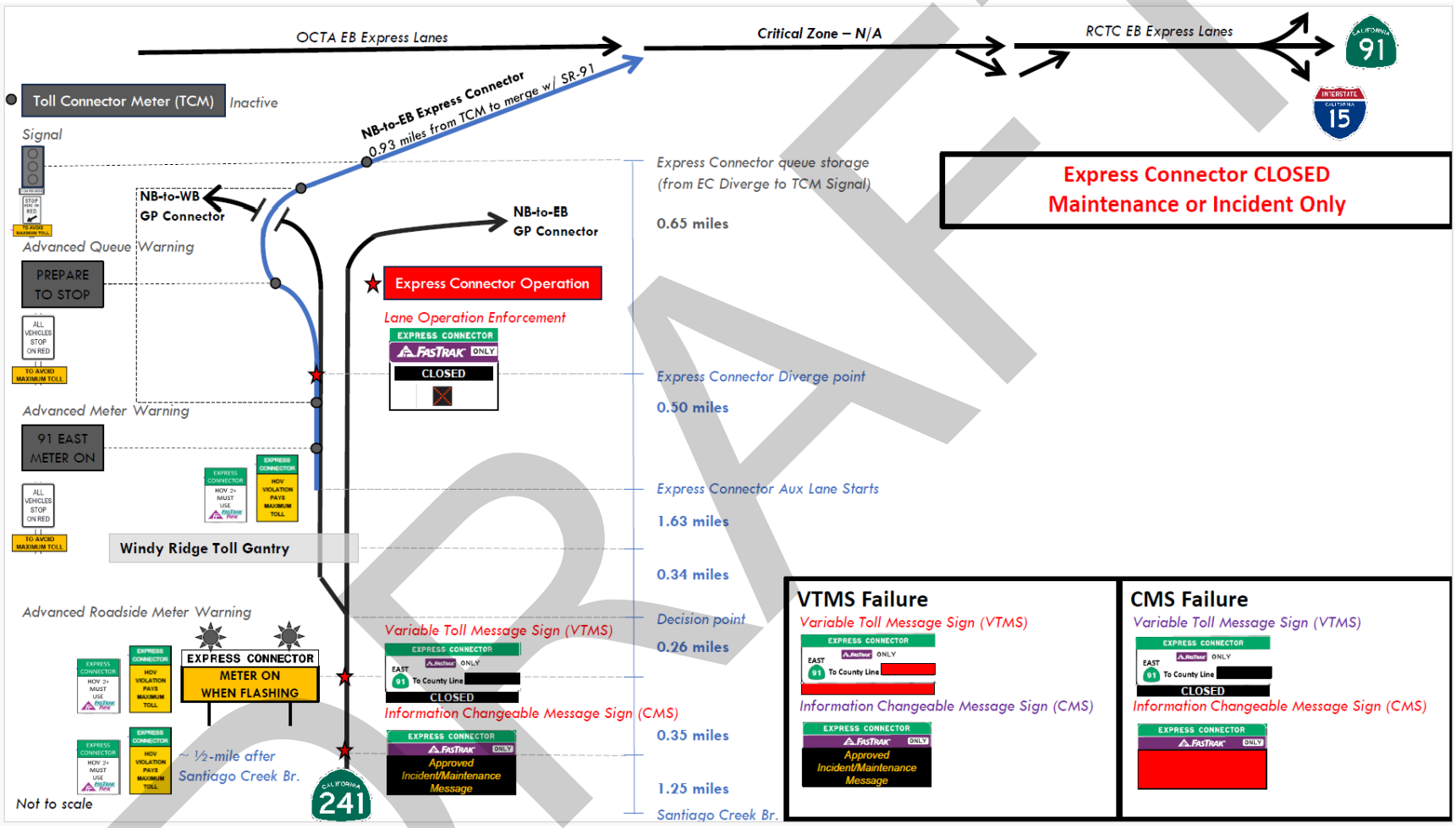

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*Figure 17 – NB-to-EB Sign Configuration, BUS/REGISTERED VANPOOLS ONLY Mode*



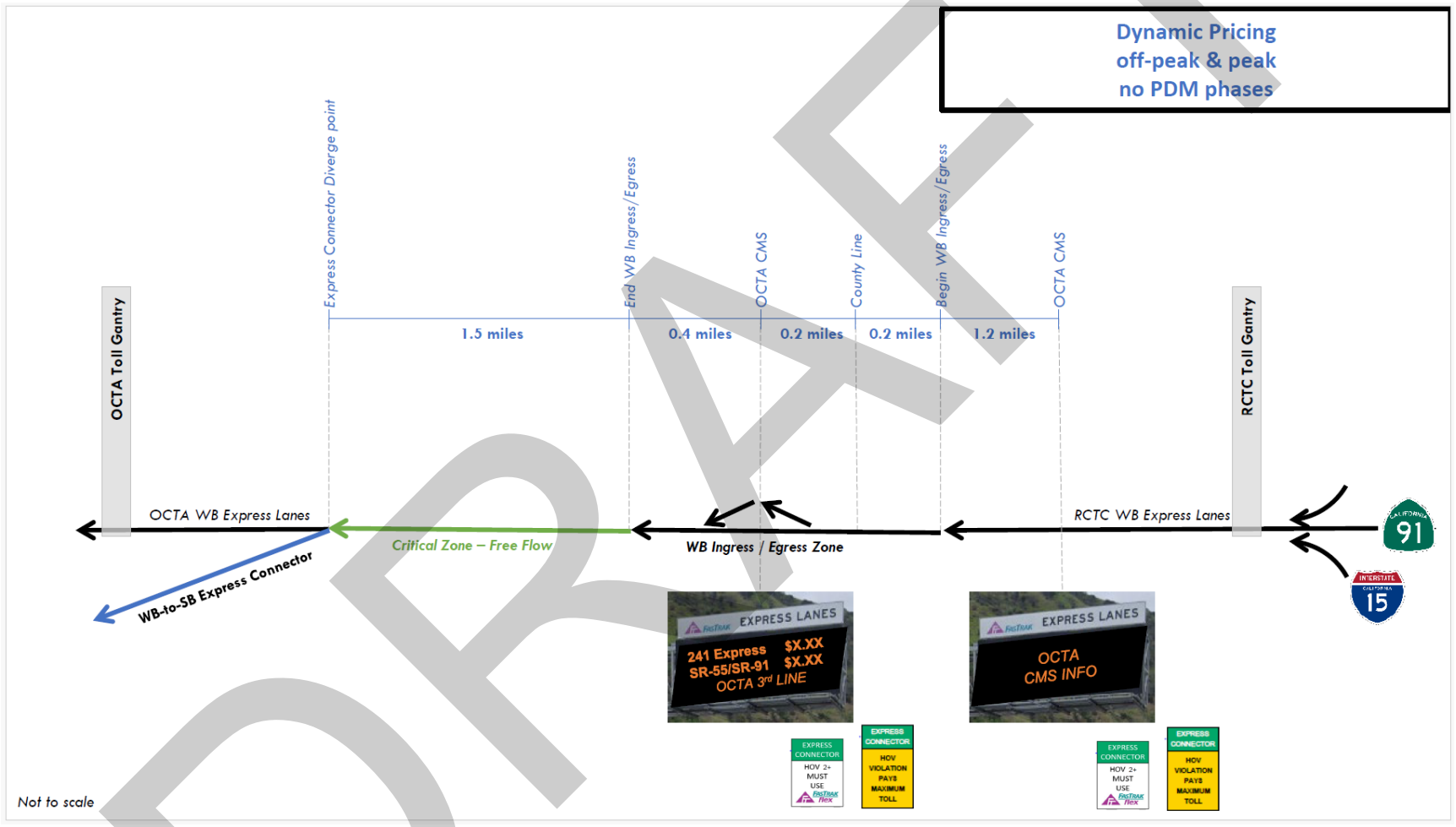

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*Figure 18 – NB-to-EB Sign Configuration, CLOSED Mode*




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*Figure 19 – WB-to-SB Sign Configuration*




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# EXHIBIT E

# *POLICIES AND OPERATING RULES*

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## 1. Background

F/ETCA currently operates toll collection systems on SR-133, SR-241, and SR-261, commonly referred to as The Toll Roads. The Toll Roads operate under common policies and operating rules. The 241/91 Express Connector (Express Connector" or "241/91 EC" is a unique facility in that it directly connects to the 91 Express Lanes, and therefore, it requires its own set of policies and operating rules that may differ from the existing Toll Roads.

This exhibit provides the details of the policies and operating rules to be used for the operation of 241/91 EC and sets forth the policies that require adoption by the F/ETCA through the required public process.

## 2. Goals

Establish policies and operating rules for the 241/91 EC to provide alignment between the 241/91 EC and 91 Express Lanes where possible, to avoid motorist confusion, comply with project requirements of the State, and to achieve the established performance metrics.

## 3. Hours of Operations

The Express Connector is a 24-hour, seven day per week tolled facility.

## 4. Eligibility

Eligible users include two-axle vehicles, motorcycles, buses, and vanpools with valid FasTrak® transponder accounts. All vehicles must weigh under 10,000 pounds.

All two-axle vehicles are eligible to access the Express Connector, but vehicles with 3-or-more axles (excluding buses) and vehicles towing a trailer are prohibited from the Express Connector.

Note that eligible users are subject to Express Connector access restrictions that may be in effect as described in Section 6.2 (Progressive Demand Management). Applicable toll discounts are described in Section 7 (Toll Discounts).

## 5. Toll Collection

Automated toll collection is performed by utilizing All-Electronic Tolling (AET) technology that assesses tolls through RFID transponders and license plates associated with a valid FasTrak account. Express Connector users with a valid FasTrak account with any California toll agency can pay their toll by deducting the amount due from their FasTrak account.

The Toll Roads FasTrak Account customers must comply with The Toll Roads

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FasTrak Terms and Conditions. The Toll Roads FasTrak Account customers must register their vehicle's license plate to their account and properly mount their transponder to their vehicle's windshield. If a transponder is not read, the license plate is used to charge the toll to the customer's account. Express Connector users are required to have a properly mounted transponder

New FasTrak Accounts established with The Toll Roads are issued ISO-18000 6C protocol transponders. FasTrak customers can obtain transponders from The Toll Roads Customer Service Center in person or through the mail and at participating retailers. Transponders obtained from participating retailers must be registered to the customer's Toll Roads FasTrak Account.

F/ETCA's Pay Toll Now feature, which enables non-accountholders to pay their TCA tolls online, will not be available for paying Express Connector tolls.

# 6. Dynamic Pricing and Progressive Demand Management

Dynamic Pricing and Progressive Demand Management will be used on the 241/91 EC to achieve the agreed upon performance metrics. Details regarding the design of Dynamic Pricing and Progressive Demand Management are included in Exhibit D of this agreement.

The Parties will work together to achieve the agreed-upon metrics by making necessary changes to the Dynamic Pricing and Progressive Demand as outlined in the governance process ("Governance Process described in Exhibit F (Traffic Operations Metrics Monitoring and Governance). If the Governance Process does not result in unanimous agreement for a change to Dynamic Pricing or Progressive Demand Management OCTA and RCTC will have final approval as described in Exhibit F.

## 6.1 Dynamic Pricing

Toll rates will be set by a dynamic pricing algorithm. The toll rates will increase or decrease based on real-time traffic data to influence traffic demand on the Express Connector itself and the portion of the 91 Express Lanes immediately east of the Express Connector. Toll pricing may also be periodically adjusted to reflect conditions on the east end of the 91 Express Lanes (McKinley St) in Riverside County. The toll rates can adjust as frequently as every three minutes. The toll rate increases and decreases will be limited to $5 every three minutes.

Initially, the minimum toll will be $2.00 and will be increased annually based on the F/ETCA approved CPI rate.

The minimum toll, frequency of price change, maximum amount of a single price change, and annual CPI increase will be adopted by F/ETCA and will require board authorization to change. A draft toll policy is attached to this Exhibit as Attachment 1.

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The dynamic toll is displayed on Variable Toll Message Signs (VTMS) prior to the location where the traveler decides to use the Express Connector.

## 6.2 Progressive Demand Management

The toll collection system uses Progressive Demand Management strategies in response to changes in traffic conditions on the Express Connector and on the 91 Express Lanes. Express Connector traffic operations are controlled by the following strategies, which are enabled in the following sequence:

- **Level 1 – Pricing**: The Express Connector is open to all eligible users. Congestion is managed using pricing that is dynamically calculated based on real-time traffic data ("Dynamic Pricing").

- **Level 2 – Toll Connector Meter** (northbound only): The Express Connector is open to all eligible users; however, a traffic signal meters the rate at which vehicles may access the Express Connector when congested conditions are detected on the eastbound SR-91 Express Lanes. Express Connector users receive prior notification via signage about the Toll Connector Meter operation.

- **Level 3 – High Occupancy Vehicles (HOV) Only** (Northbound only): The Express Connector is only open to eligible vehicles carrying the number of occupants posted (either HOV 2+ or HOV 3+), including transit vehicles and registered vanpools. Express Connector users are informed by signage that HOV Only mode is in operation.

- **Level 4 – Bus/Registered Vanpool Only** (Northbound only): The Express Connector is only open to buses (with FasTrak accounts) and F/ETCA registered vanpools. Express Connector users receive signage notification about Bus/Registered Vanpool Only mode.

This sequence can vary depending on the performance metrics and the governance team's evaluation. The functionality of dynamic pricing and progressive demand management and their relationship to the performance metrics is found in Exhibit D (Progressive Demand Management) and the governance process for changing dynamic pricing and progressive demand management is found in Exhibit F.

# 7. Peak Periods and Super Peak Periods

The establishment of Peak Periods and Super Peak Periods is critical to the implementation of the HOV discount policy and progressive demand management. The establishment and modification of the Peak and Super Peak periods will be performed through the process set forth in the governance process in Exhibit F.

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## 7.1 Peak Periods

During Peak Periods, HOV customers will be charged the full toll. During the non-peak periods, HOV 3+ customers will receive a 100% discount. It is also during Peak Periods that the Progressive Demand Management systems will likely be in use.

The peak periods will be established 6 months prior to the opening of the 241/91 EC. Through the Governance Process, volumes on the 91 Express Lanes will dictate the peak periods. Based on the results of traffic studies, Peak Periods are initially defined as the following hours:

- Eastbound - Monday through Thursday, 2-6 PM and Friday 1-7 PM.
- Westbound - Monday through Thursday, 5-9 AM.

## 7.2 Super Peak Periods

The Super-Peak periods are a window within the Peak Periods when the 91 Express Lanes are at, or near capacity and can no longer meet the performance metrics defined in Exhibit F. During the Super-Peak Periods, the 241/91 EC will likely be in HOV Only Mode. The HOV Only Mode occupancy level will be set through the governance process.

The Super-Peak Periods will be established 6 months prior to the opening of the 241/91 EC. Through the governance process, volumes on the 91 Express Lanes will dictate the Super-Peak Periods. Super-Peak Periods are currently defined as the following hours:

- Eastbound direction only Thursday from 2 to 3 pm and Friday from 1 to 3 pm.

# 8. Toll Discounts

The following vehicles are permitted use of the Express Connector free or at a discounted toll as defined below:

- **High-Occupancy Vehicles 3+ Non- Peak Periods**: Vehicles with three or more occupants and a valid switchable FasTrak Flex transponder set to 3+ will receive a 100% discount.

- **Veterans**: Vehicles with Disabled Veteran and related special recognition license plates issued by the California Department of Motor Vehicles with a valid FasTrak account are permitted free travel on the Express Connector at all times, in accordance with California Vehicle Code Section 23301.3.

- **Transit vehicles and registered vanpools**: Transit vehicles and

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registered vanpools are municipal transit buses and public/private vanpools. Eligible vehicles with a valid FasTrak account registered to F/ETCA are permitted free travel on the Express Connector at all times.

Toll discounts will be set by the F/ETCA Board with the adoption of their toll policy resolution.

## 9. Toll Exemptions

Eligible non-revenue vehicles are established at the discretion of F/ETCA in coordination with the Operating Partners. Vehicles with non-revenue status are always eligible for free entrance or use of the Express Connector. Non-revenue usage of the Express Connector is governed partially by California statute and partially by F/ETCA's rules. F/ETCA provides non-revenue usage to emergency providers as required by California Vehicle Code §23301.5. Additionally, F/ETCA may permit non-revenue usage for certain vehicles providing maintenance, safety, and other public services associated with the Express Connector and the 91 Express Lanes. Note that non-revenue vehicles established by F/ETCA do not get free usage of the 91 Express Lanes without the approval of OCTA and RCTC.

## 10. Toll Evasion Violations

Express Connector users who fail to pay the toll through a FasTrak account are subject to the toll evasion violations process under the California Vehicle Code, Division 17, Chapter 1, Article 4. The California Vehicle Code requires notification of the violation to the registered owner of the subject vehicle; unpaid tolls and violation fees can escalate to collections, vehicle registration holds, and other permitted measures.

F/ETCA enforces the payment of tolls using toll industry best practices and in accordance with the California Vehicle Code and other applicable statutes. F/ETCA makes all reasonable attempts to encourage the payment of tolls by all patrons to promote equitable cost sharing among all users of F/ETCA's facilities. F/ETCA will be amending their existing Toll Enforcement Ordinance to include the 241/91 EC. A draft of the Toll Enforcement Ordinance is attached to this Exhibit as Attachment 2.

Additionally, F/ETCA incorporates a hybrid approach to enforcing violations, consisting of traditional California Highway Patrol enforcement, augmented by technology to create additional deterrents. Express Connector users who violate must pay the following tolls, fees, and penalties depending on the progressive demand management strategies in operation at the time of the violation:

| Scenario | Eligible Express Connector Users | Compliance | Non-Compliance Deterrent | CHP CVC Section Enforced |
|---|---|---|---|---|

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|---|---|---|---|---|
| Normal Mode – HOV Occupancy Violation | Express Connector open to all travelers meeting vehicle eligibility with a valid FasTrak account.<br><br>Travelers with 3 or more vehicle occupants and FasTrak Flex transponder set to 3+ are eligible for applicable discount | Customer has 3+ occupants pays Dynamic toll displayed on sign, less applicable discount, as defined in Section 7 (Toll Discounts). | Vehicles not meeting occupancy requirement<br><br>pay an elevated Non-compliant Toll (Fixed at $40). | CVC 23302(a)(1) |
| Toll Connector Meter (TCM) On | Express Connector open to all travelers meeting vehicle eligibility requirements with a valid FasTrak account; meter limiting access to Express Connector. | Customer pays Dynamic toll displayed on the sign Minus any applicable discounts after stopping at the red TCM signal and proceeding after the signal turns green. | Customers proceeding past a red TCM signal get charged an elevated Non-Compliance Toll (Fixed at $40). | CVC 21453 |
| HOV-Only Mode | Express Connector open only to all HOV 2+/3+, buses, and Vanpool travelers meeting vehicle eligibility with valid FasTrak accounts and with FasTrak Flex transponders set to 2+/3+; meter limiting access to Express Connector; signage displaying HOV requirement. | HOV 2+/3+ carpools pay Dynamic toll displayed on sign, less applicable discount (off-peak).<br><br>Transit and Registered Vanpools are free. | HOV Only Mode Violators (# of occupants < 2, or occupancy designation set to 1) get charged an elevated Non-compliance Toll (fixed at $40). | CVC 21655.5 |
| Buses and Registered Vanpool Mode | Express Connector open only to Buses and Registered Vanpool travelers with FasTrak account; meter limiting access to Express Connector; signage displaying transit/registered vanpool vehicle requirement | Buses and Registered Vanpools travel free.<br><br>Non-transit buses can access connector but must pay full toll during peak hours. | Non-eligible vehicles charged an elevated Non-compliance Toll (fixed at $40). | TBD<br><br>CVC 21655.1(d)<br><br>CVC 40240(g) |
| Closed Connector (Maintenance and Incident Management) | Express Connector closed to all traffic except maintenance vehicles. | Customer Vehicle does not enter Express Connector when it is closed, no toll is charged. | Customers proceeding onto closed connector are subject to CHP Enforcement only, no automated deterrent. | CVC 2818 |

In addition to the above deterrents, non-compliance with this toll policy is also subject to receiving citations from California Highway Patrol (CHP). If a motorist is found to be non-compliant with more than one of the elements above, they will only be charged one non-compliant toll per transaction. In the event that a single event (for example, proceeding past a red TCM signal) results in both a CHP citation and an automated deterrent, F/ETCA will waive the automated deterrent if contacted by the customer.

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In order to create higher value deterrents that do not involve posting elevated tolls to customer FasTrak accounts, F/ETCA may also pursue changes to the California Vehicle Code as needed, such that TCM, HOV Occupancy, and HOV-Only mode related non-compliance could result in a violation similar in nature to a Notice of Toll Evasion.

## 11. Definitions

| Acronym/Term | Definition |
|---|---|
| **91 Express Lanes** | The express lanes jointly operated by OCTA and RCTC between SR-55 and McKinley Street. |
| **Business Rules** | Rules that define all decision points and processes necessary to execute the operation of F/ETCA's Roadway Toll Collection System and Back Office System in accordance with the Toll Policy. |
| **California Toll Operators Committee (CTOC)** | A collaborative organization composed of California's toll facility operators/owners, of which F/ETCA is a member. CTOC is the primary resource for interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California. |
| **California Vehicle Code** | The set of statutes that regulate the operation, registration and ownership of motor vehicles, bicycles, and other devices used to move people, animals and goods along the state's roadways. |
| **Caltrans** | California Department of Transportation is an executive department of the state of California that manages transportation functions. Caltrans is responsible for the design, construction, maintenance, and operation of the California State Highway System and the Interstate Highway System within the state's borders. |
| **Customer Service Center** | The F/ETCA entity responsible for providing customer services, including call center, billing, payment processing, and other related services. |
| **Express Connector** | The express connector operated by F/ETCA between SR-241 and 91 Express Lanes. |
| **F/ETCA Board of Directors** | F/ETCA members:<br>Anaheim, Dana Point, Irvine, Lake Forest, Mission Viejo, Orange, Rancho Santa Margarita, San Juan Capistrano, Santa Ana, Tustin, Yorba Linda and the County of Orange. |
| **F/ETCA Privacy Policy** | A policy that defines the personal data collected by F/ETCA and how it is used, retained, and shared. |
| **FasTrak®** | Trademarked electronic toll system that allows motorists to prepay to use any toll road, bridge, or express lane in California and thus not need to stop to pay at a read point. |
| **FasTrak Flex** | Also known as FasTrak switchable transponder, is a device with a switch that allows the user to indicate the occupancy of the vehicle between 1, 2 and 3+, and become eligible for discounts based on occupancy. |
| **Foothill/Eastern Transportation Corridor Agency (F/ETCA)** | The Foothill/Eastern Transportation Corridor Agency (F/ETCA) manages the 133, 241 and 261 Toll Roads, which link the 91 freeway near the Orange County/Riverside County border to Interstate 5 in Irvine and to communities in South Orange County. |

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| Acronym/Term | Definition |
|---|---|
| **High Occupancy Vehicles 3+ (HOV3+)** | A motor vehicle carrying three (3) or more people. |
| **High Occupancy vehicles 2+ (HOV2+)** | A motor vehicle carrying two (2) or more people |
| **Interoperable Agency** | Agencies, including members of CTOC, that manages toll accounts that are permitted for use on the Express Connector, in accordance with applicable state statues. |
| **Master Agreement** | Agreement between F/ETCA, OCTA, RCTC, and Caltrans for the development and operations of the SR-241/91 Express Lanes Connector. |
| **Operating Partners** | An advisory and administrative body made up of representatives of F/ETCA, OCTA, and RCTC who collaborate on decision making regarding the Express Connector as it relates to the 91 Express Lanes. |
| **Orange County Transportation Authority (OCTA)** | The Orange County Transportation Authority is the county transportation planning commission, responsible for funding and implementing transit and capital projects for a balanced and sustainable transportation system. OCTA operates the 91 Express Lanes and I-405 Express Lanes in Orange County. |
| **Riverside County Transportation Commission (RCTC)** | The Riverside County Transportation Commission is the County Transportation Commission for Riverside County, California. It is an association of local governments in the county and is the funding and operating agency of the 91 Express Lanes and the I-15 Express Lanes. |
| **Roadway Toll Collection System** | The hardware, software, and other equipment that supports vehicle transaction creation and processing functions required to toll vehicles accessing the Express Connector. |
| **The Toll Roads** | The Toll Roads® logo along with the FasTrak branding are registered trademarks of the Transportation Corridor Agencies. The branding extends to public communications on social media platforms (including Facebook, X, and Instagram), mobile applications for iOS and Android platforms and in communications with the public from the agencies. |
| **The Toll Roads FasTrak Account** | An account that is linked to a FasTrak transponder or other means of identification of a vehicle in order to pay a toll to F/ETCA by automatic debit. |
| **Toll Connector Meter** | A toll connector meter (TCM) is a traffic signal that controls the rate at which vehicles enter a freeway from a connector to reduce congestion. |
| **Toll Policy** | A document that defines the key controlling aspects of the Express Connector toll setting, toll enforcement, and toll operations. |
| **Variable Toll Message Sign (VTMS)** | The signs installed before all entrances to Express Connector that display the toll rate information. |

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# ATTACHMENT 1
# DRAFT F/ETCA TOLL POLICY

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F2028-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY
ESTABLISHING TOLL POLICY AND TOLL SCHEDULE FOR
THE 241/91 EXPRESS CONNECTOR

On motion of Director _____ the following Resolution was adopted:

WHEREAS, the Foothill/Eastern Transportation Corridor Agency (the "Agency") is authorized, pursuant to California Government Code Section 66484.3(f) and California Streets and Highways Code Section 31121, to fix the rate of tolls and other charges to be collected from users of the Foothill and Eastern Transportation Corridors, designated State Routes 133, 241 and 261 (the "Corridor"); and

WHEREAS, the Agency received separate additional authorization from the California Transportation Commission on XX/XX/XX in accordance with section 149.7 of the California Streets and Highways code to fix the rate of tolls and other charges to be collected for a new express connector (the "241/91 Express Connector") that connects the northern portion of State Route 241 directly to the 91 Express Lanes; and

WHEREAS, on November 14, 2019, the Agency adopted a toll rate policy via Resolution F2019-06 establishing a toll rate policy for the Corridor;

WHEREAS, the Agency desires to establish a separate toll rate policy that will apply exclusively to the 241/91 Express Connector, as the Agency desires to provide for the implementation of dynamic toll pricing and a progressive form of traffic demand management for the 241/91 Express Connector; and

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Directors of the Foothill/Eastern Transportation Corridor Agency as follows:

Section 1. The Agency approves the toll rate policy and toll schedule for the 241/91 Express Connector attached as Exhibit A.

Section 2. This Resolution shall become effective immediately upon adoption.

ADOPTED BY THE FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY ON XXXXXXXXXX.

_____
Chairman
Foothill/Eastern Transportation
Corridor Agency

ATTEST:

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Clerk of the Board
Foothill/Eastern Transportation Corridor Agency

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I, _____, Clerk of the Board of the Foothill/Eastern Transportation Corridor Agency, hereby certify that the foregoing Resolution No. F2028-01 was adopted on _____, 2028, by the Board of Directors of the Foothill/Eastern Transportation Corridor Agency by the following vote:

Yes:

No:

Absent:

Abstain:

_____

XXXXXX, Clerk of the Board
Foothill/Eastern Transportation
Corridor Agency

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## EXHIBIT A

### Definitions

The following terms shall have the meaning as set forth below for purposes of this toll rate policy.

(a) "241/91 Express Connector" shall mean the tolled roadway connecting the northern portion of State Route 241 directly to the express lanes of State Route 91.

(b) "Abnormal Traffic Conditions" shall mean when traffic volumes vary from those of a prior period due to a holiday, incident, construction, or other atypical occurrence.

(c) "Bus/Registered Vanpool Mode" shall mean a demand management tool which will restrict the use of the 241/91 Express Connector to municipal transit buses and public/private vanpools with a properly mounted transponder associated with a valid FasTrak account registered with the Toll Roads.

(d) "Dynamic Pricing" shall mean the setting of a toll in real-time based on level of traffic congestion and other factors.

(e) "Dynamic Pricing Algorithm" shall mean the methodology by which tolls are set that aims to manage demand for the 241/91 Express Connector by adjusting tolls using real-time and historic traffic data.

(f) "Emergency" shall mean a circumstance that poses an immediate and grave threat to life or safety, or a serious environmental hazard that cannot be abated except by closure of the 241/91 Express Connector. Closures of or traffic on the General Purpose Lanes that cause an inconvenience to the public shall not be considered, on their own, an emergency, as used herein.

(g) "HOV Only Mode" shall mean a demand management tool which will restrict the use of the 241/91 Express Connector to Vehicles which meet the posted occupancy requirement with a valid switchable transponder set to the appropriate setting.

(h) "Inflation Factor" shall mean the U.S. Bureau of Labor Statistics Consumer Price Index adjuster for the Los Angeles-Long Beach-Anaheim area from January to December of the previous calendar year that will be applied annually to the Minimum Toll Rate.

(i) "Minimum Toll Rate" shall mean the lowest toll per Trip that the Pricing Algorithm can assign.

(j) "Non-Peak Period" shall mean a period of time each day when the 241/91 Express Connector and 91 Express Lanes have low traffic volumes allowing for Vehicles with three or more occupants and a switchable transponder properly mounted and set to the appropriate setting.

(k) "Performance Metrics" shall mean a set of criteria, established through an agreement with 241/91 Express Connector partner agencies, aimed at preventing unsafe traffic conditions on the 241/91 Express Connector and/or State Route 91 and ensuring the traffic volumes from the 241/91 Express Connector do not have a substantial negative impact on the 91 Express Lanes.

(l) "Progressive Demand Management" shall mean operational control strategies that will be applied in the north-to-east direction of the 241/91 Express Connector to effectively manage demand such that the expected performance metrics are achieved. Strategies to be applied include dynamic pricing, toll connector meter, HOV-only mode, and Bus/Registered Vanpool mode.

(m) "Toll Connector Meter" shall mean a meter installed on the Northbound 241/91 Express Connector which will operate during high traffic volume periods to slow the number of Vehicles entering the 91 Express Lanes.

(n) "Trip" shall mean a Vehicle's unique passage through or attempted use of the 241/91 Express

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Connector.

(o) "Vehicle" shall mean any vehicle as defined in California Vehicle Code Section 670.

**Dynamic Pricing Principles**

(a) The 241/91 Express Connector will use Dynamic Pricing to set toll rates with the goal of optimizing Vehicle throughput while meeting the established Performance Metrics.
(b) A Dynamic Pricing Algorithm which considers traffic volume, density, travel speed, travel time, flow of traffic, and historical traffic patterns to achieve compliance with established Performance Metrics will be used to determine the toll rate.
(c) The Dynamic Pricing Algorithm will establish a toll rate for each Trip through the 241/91 Express Connector.
(d) The toll rate will change as frequently as needed to maintain desired traffic conditions, but not more frequently than every three minutes; and
(e) The toll rate could change in increments of up to $5.00.

**Minimum Toll Rate**

The initial Minimum Toll Rate for the 241/91 Express Connector will be set at $2.00. The Minimum Toll Rate will be increased annually, effective each July 1, increased by the Inflation Factor and rounded to the nearest 5 cents. When a toll rate is in effect, it shall never be less than the Minimum Toll Rate. Changes to the Minimum Toll Rate will be made as part of the annual toll rate update process and communicated to customers each July 1 through the Toll Roads customer website or as otherwise required by law.

**Toll Rates**

Toll rates will be determined in real-time based on the level of traffic congestion and other factors consistent with Dynamic Pricing. There is no maximum toll rate. The goals of this 241/91 Express Connector Toll Policy and Toll Schedule are to optimize person throughput in the corridor while meeting established Performance Metrics.

**Displaying Toll Rates**

1. Toll rates will be posted on overhead signs in advance of the 241/91 Express Connector in both directions.
2. The customer will be charged the toll posted at the time they passed the toll rate sign.
3. Should the toll rate sign not be able to display tolls for any reason, then a historical toll rate for the same time period will be charged to the customer.

**Abnormal Traffic Conditions or Emergencies and Suspension of Tolling**

A temporary toll schedule may be implemented, which may include the suspension of tolling, during Abnormal Traffic Conditions or Emergencies.

**Progressive Demand Management**

Traffic volumes on the 241/91 Express Connector will be controlled through a strategy of Progressive



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Demand Management. This strategy incorporates Dynamic Pricing and additional controls such as the Toll Connector Meter, HOV Only Mode and/or Bus/Registered Vanpool Mode to limit traffic on the 241/91 Express Connector as needed to optimize Vehicle throughput while achieving established Performance Metrics.

**Discounts**

The following discounts will be offered on the 241/91 Express Connector during the specified time periods and subject to satisfying all applicable eligibility requirements:

- High-Occupancy Vehicles 3+: Vehicles with three or more occupants and a valid and properly mounted switchable FasTrak Flex transponder set to 3+ will receive a 100% discount during Non-Peak periods.
- Veterans: A Vehicle registered to a veteran and displaying one of the license plates set forth in Vehicle Code Section 23301.3(b)(2)(A)-(F) that was issued by the California Department of Motor Vehicles and associated with a valid FasTrak account will receive a 100% discount at all times.
- Transit vehicles and registered vanpools: Municipal transit buses and public/private vanpools with a properly mounted transponder and valid FasTrak account registered with the Toll Roads will receive a 100% discount during at all times.

**Toll Rate in Specific Circumstances**

A Vehicle will be charged a $40.00 toll as opposed to the displayed toll rate in all of the following circumstances:

- The Vehicle fails to stop at the Toll Connector Meter when it is operational.
- A Vehicle does not have the proper occupancy designation set on the FasTrak Flex transponder.
- A Vehicle enters onto or travels through the 241/91 Express Connector during HOV Only Mode, but the number of occupants in the Vehicle does not meet or exceed the posted occupancy requirement.
- A Vehicle uses the 241/91 Express Connector during Bus/Registered Vanpool Mode, but the Vehicle is not a bus or public/private vanpool that has a properly mounted transponder associated with a valid FasTrak account registered with the Toll Roads.

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# ATTACHMENT 2
# DRAFT TOLL ENFORCEMENT ORDINANCE

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TOLL ENFORCEMENT ORDINANCE ADOPTION NO. FE2028-01 AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY RELATING TO THE ADMINISTRATION OF TOLLS AND THE ENFORCEMENT OF TOLL VIOLATIONS ON THE FOOTHILL AND EASTERN TRANSPORTATION CORRIDORS

WHEREAS, the Foothill/Eastern Transportation Corridor Agency (the "Agency") is authorized, pursuant to California Government Code Section 66484.3(f) and California Streets and Highways Code Section 31121, to fix the rate of tolls and other charges to be collected from users of the Foothill and Eastern Transportation Corridors, designated State Routes 133, 241 and 261 (the "Corridor") and to do such acts as are necessary or desirable in connection with the duties and powers conferred on it, including the establishment of penalties for violations of the toll requirements; and

WHEREAS the Agency received separate additional authorization from the California Transportation Commission on XX/XX/XX in accordance with section 149.7 of the California Streets and Highways code to fix the rate of tolls and other charges to be collected for a new express connector (the "241/91 Express Connector") that connects the northern portion of State Route 241 directly to the 91 Express Lanes; and

WHEREAS, Section 23302.5 of the California Vehicle Code ("Code") provides that it is unlawful for a person to evade or attempt to evade the payment of tolls or other charges on any vehicular crossing or toll highway, and provides that such acts are subject to civil penalties; and

WHEREAS, subpart (d) of Section 23302 of the Code provides that for toll highways where the issuing agency, as defined in Section 40250, permits pay-by-plate payment of tolls and other charges in accordance with the policies adopted by the issuing agency, and where electronic toll collection is the only other method of paying tolls or other charges, it is prima facie evidence of a violation of Section 23302 for a driver to drive a vehicle onto the toll highway without either a transponder or other electronic toll payment device associated with a valid Automatic Vehicle Identification Account with a balance sufficient to pay those tolls or valid vehicle license plates properly attached to the vehicle, and pursuant to subpart (e) of Section 23302 of the Code, "pay-by-plate toll payment" means an issuing agency's use of on-road vehicle license plate identification policies adopted by the issuing agency; and

WHEREAS, subpart (b) of Section 23302 of the Code provides that for toll highways where the issuing agency, as defined in Section 40250 uses electronic toll collection as the only method of paying tolls or other charges, it is prima facie evidence of a violation of this section for a driver to drive a vehicle onto the toll highway without a transponder or other electronic toll payment device associated with a valid Automatic Vehicle Identification account with a balance sufficient to pay those tolls; and

WHEREAS, subpart (d) of Section 23302 of the Code applies to all vehicular crossings and toll highways within the Corridor except for the 241/91 Express Connector; and

WHEREAS, subpart (b) of Section 23302 of the Code applies to the 241/91 Express Connector; and

WHEREAS, Sections 40250, et seq. of Chapter 1 of Division 17 of the Code provide for



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enforcement of civil penalties for violation of a statute, regulation, or ordinance governing the evasion of tolls under the Code, including Code Section 23302.5 and under a federal or state statute or regulation, and under an ordinance enacted by a local authority including a joint powers authority in accordance with administrative procedures set forth in Article 4 of Chapter 1 of Division 17 of the Code; and

WHEREAS, on August 8, 1996 the Agency adopted ordinance F96-01 making the passing through a Corridor toll collection facility without payment of the proper toll a civil violation, and establishing Penalties for such violation and the procedures for issuance of violation notices and enforcement to be consistent with the new provisions of the code; and

WHEREAS, the Agency's Toll Enforcement Ordinance was subsequently amended by the adoption of Ordinance FE2013-01 to adjust Agency's policies and procedures for

administration of tolls along with the Toll Evasion Penalty and the Delinquent Toll Evasion Penalty in the Schedule of Penalties, Schedule A; and

WHEREAS, the availability of new technologies made it necessary and desirable for the Agency to amend Ordinance FE2013-01 to reflect the Agency's deployment of such new and improved technologies and business practices; and

WHEREAS, the enactment of AB 2594 (2022) introduced changes to Chapter 13 of Division 11 and Chapter 1 of Division 17, modifying procedures for toll evasion violations starting July 1, 2024, making it necessary and desirable for the Agency to amend Ordinance FE2018-01 to maintain its alignment with the Code; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE AGENCY DOES HEREBY ORDAIN THAT ORDINANCE FE2014-01 AS ADOPTED MAY 9, 2024 RELATING TO ADMINISTRATION OF TOLLS AND THE ENFORCEMENT OF TOLL VIOLATIONS FOR THE FOOTHILL AND EASTERN TRANSPORTATION CORRIDORS IS REPLACED IN ITS ENTIRETY ON XXXXXXX at 11:59 p.m. by the following:

Section 1. Definitions. The following terms shall have the meanings as set forth below:

(a) "Account" shall mean an Automatic Vehicle Identification Account established with Agency.

(b) "Agency" shall mean the Foothill/Eastern Transportation Corridor Agency.

(c) "Automatic Vehicle Identification Account" shall mean an account for the electronic payment of tolls incurred by vehicles registered to this account and automatically identified by the Agency's electronic toll collection system, that is established by the patron with Agency, or that is established by the patron with another operator of a toll facility who has an agreement with Agency for the interoperable processing of tolls incurred by their customers with registered accounts for the payment of tolls.

(d) "Code" shall mean the California Vehicle Code.

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(e) "Corridor" shall mean the Foothill and Eastern Transportation Corridors, except for the 241/91 Express Connector.

(f) "Department" shall mean the California Department of Motor Vehicles.

(g) "Electronic Toll Collection" shall mean with respect to the Corridor the collection of tolls through the use of a valid Automatic Vehicle Identification account or an online toll pre- payment or post-payment, as provided in Section 2, below. With respect to the 241/91 Express Connector, "Electronic Toll Collection" shall mean the collection of tolls through the use of a valid Automatic Vehicle Identification account associated with a properly mounted transponder that is located in the vehicle using the 241/91 Express Connector.

(h) "241/91 Express Connector" shall mean the tolled roadway that connects the northern portion of State Route 241 to the express lanes of State Route 91.

(i) "Motorist" shall mean the registered owner, rentee, lessee and/or driver of a Vehicle.

(j) "Notice of Violation" shall mean the notice of toll evasion issued by Agency if a Violation is detected by any means (including automated device, video image, visual observation, or otherwise) and the subject Vehicle is not stopped.

(k) "Toll Enforcement Officer" shall mean any member of the California Highway Patrol or any employee or contractor of Agency whose duty is to enforce the payment of tolls.

(l) "Vehicle" shall mean any vehicle as defined in California Vehicle Code Section 670.

(m) Violation" means the commission of an activity proscribed in Section 3(a) through 3(d) hereof.

(n) "Toll Evasion Penalty" or "Penalty" shall have the same meaning as set forth in Vehicle Code Section 40252 subdivision (b).

(o) "Toll Payment Procedures" means the written procedures for implementing Electronic Toll Collection issued by the Agency's Chief Toll Operations Officer as set forth in the Agency's Business Rules and/or Standard Operating Procedures.

Section 2. Electronic Toll Collection. The Chief Toll Operations Officer is authorized to issue written procedures for implementing the system for Electronic Toll Collection for the payment of Corridor tolls and 241/91 Express Connector tolls consistent with this Ordinance and such Board direction as may be given from time to time. The Toll Payment Procedures shall establish the methods by which Corridor toll payment can be made automatically via a valid Automatic Vehicle

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Identification Account, including the types of registered electronic toll payment accounts and options available to Motorists through the Agency. The Toll Payment Procedures shall also establish the method by which 241/91 Express Connector toll payments can be made automatically via a valid Automatic Vehicle Identification Account.

Additionally, with respect to the Corridor (not the 241/91 Express Connector), Motorists may make toll pre-payments or post-payments in order to avoid receiving a Notice of Violation pursuant to Section 4(c) of this Ordinance.

(a) FasTrak Account. To establish an Account with Agency, a Motorist must register for a FasTrak Account prior to traveling the Corridor or 241/91 Express Connector. An applicant for an Account shall execute an application and License Agreement providing for the terms and conditions of use of the Account and establishing a customer credit, cash or invoice Account with the Agency. The Account holder will be supplied a sticker tag/transponder and must properly mount the sticker tag/transponder on the Vehicle in order for tolls to be deducted from the Account when passing through a toll point. Account holders will have the option to purchase a switchable transponder for use in declaring occupancy counts on applicable facilities.

(b) Account Payment Types. FasTrak Accounts include the following three methods of toll payment:

(i) Prepaid Payment Method. The Prepaid Account customer must make a credit card, cash or check payment to open and replenish the Prepaid Account. The payment and replenishment rules for such accounts, including opening balance, replenishment threshold and replenishment amount shall be set forth in the Toll Payment Procedures.

(ii) Charge Payment Method. The Charge Account customer is not required to have a prepaid balance but is required to maintain a valid credit card or bank account number on file with the Agency. The Agency will regularly charge the credit card account or debit the bank account as toll trips are taken in accordance with the Toll Payment Procedures.

(iii) Invoice Account Method. The Invoice Account customer is not required to have prepaid balance nor a credit card or bank account on file with the Agency. The Agency will invoice the holder of an Invoice Account periodically for all tolls incurred during the invoice period. Invoices are due immediately upon receipt and are past due if not paid within the time period set forth in the Toll Payment Procedures.

(c) Toll Pre-payment – Post-payment. A customer who enters the Corridor

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without a valid Automatic Vehicle Identification Account may avoid a Violation by making a pre-payment of the toll amount in accordance with the Toll Payment Procedures up to five days before incurring the toll. This pre-payment option is not available on the 241/91 Express Connector. A customer who enters the Corridor without a valid Automatic Vehicle Identification Account may cure a Violation by making payment within a five-day grace period after incurring a toll by contacting the Agency and making a payment, in accordance with the Toll Payment Procedures. There is no similar grace period for curing a Violation associated with the 241/91 Express Connector. Establishment of an Automatic Vehicle Identification Account is not required to make pre- payment or post- payments for use of the Corridor; however, establishment of an Automatic Vehicle Identification Account and a properly mounted transponder are required to use the 241/91 Express Connector.

Section 3. Liability for Failure to Pay Toll or Meet Minimum Occupancy Requirements.

(a) No person shall cause a Vehicle to pass through or attempt to pass through a Corridor toll collection facility or toll point without payment of the proper toll for the Vehicle.

(b) No person shall cause a Vehicle to pass through or attempt to pass through the 241/91 Express Connector toll collection facility or toll point without a valid Automatic Vehicle Identification account associated with a properly mounted transponder that is located in the vehicle using the 241/91 Express Connector.

(c) No person shall cause a Vehicle to pass through or attempt to pass through the 241/91 Express Connector toll collection facility or toll point with a transponder declared occupancy that is equal to or greater than the minimum occupancy requirements established for declaring a Vehicle on the 241/91 Express Connector a High Occupancy Vehicle at that particular date and time when the number of occupants within the Vehicle does not meet or exceed the minimum occupancy requirements established for declaring a Vehicle on the 241/91 Express Connector a High Occupancy Vehicle.

(d) If the payment method for a toll incurred by an Account holder fails (cash balance is overdrawn, credit card declines, bank account debit is not honored, or invoice is past-due), the Account shall be suspended and outstanding transactions will, at the Agency's discretion, escalate to Violations. Subsequent transactions after the account is suspended will immediately escalate to Violations. If an invoice issued to an Invoice Account holder is past-due, all transactions billed on the past-due invoice may be identified in a single Violation Notice, with each separate transaction carrying its own Violation penalty pursuant to Section 4 of this

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Ordinance.

(e) Except as provided herein, the registered owner(s) and the driver, rentee or lessee of a Vehicle which is the subject of any Violation shall be jointly and severally liable for the Penalties imposed under this Ordinance, unless the registered owner can demonstrate, as provided in Section 5 hereof, that the Vehicle was used without the express or implied consent of the registered owner. A registered owner who pays any Penalty pursuant to this Ordinance shall have the right to recover the same from the driver, rentee or lessee.

(f) A Motorist who is not the owner of the Vehicle may contest the Notice of Violation in accordance with this Ordinance.

(g) Any Motorist assessed a Penalty for a Violation shall be deemed to be charged with a non-criminal civil violation.

Section 4. Penalties and Enforcement of Violations.

(a) The Penalties for a Violation of this Ordinance shall be the amounts set forth in the Schedule of Penalties, attached hereto as Schedule A and incorporated by reference herein. The Schedule of Penalties may, in the discretion of the Agency's Chief Executive Officer, be amended, from time to time by the Agency, but may not be greater than the amounts established under Code Section 40258 as the maximum Penalties for civil toll evasion violations. Subject to the limitations stated above, the Agency's Board of Directors may establish late payment Penalties and other related charges for Violations, except in the event the driver is arrested pursuant to Article 1 (commencing with Section 40300) of Chapter 2 of the Code, in which case the civil procedure for enforcement of violations that is established by this Ordinance shall not apply. Penalties assessed and paid pursuant to this subsection shall be remitted to the Agency.

(b) The Agency may designate certain of its employees or contractors as Toll Enforcement Officers. Training and qualifications of the employees or contractors for such designation shall be determined by the Agency. Designation as a Toll Enforcement Officer does not provide the Toll Enforcement Officer with the power of arrest. Any member of the California Highway Patrol patrolling the Corridor shall be deemed to be a Toll Enforcement Officer for purposes of enforcing the payment of tolls.

(c) If a Violation is detected by any means (including automated device, video image, visual observation, or otherwise) and the subject Vehicle is not stopped, a notice of toll violation shall be forwarded to the registered owner within 21 days, unless accurate information concerning the identity and address of the registered owner is not available within 21 days or the registered owner is a “repeat violator” as that term is defined in Section 40254(a) of the Code. If accurate information concerning the identity and address of the registered owner is not available within 21 days of the



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violation, the Agency shall have up to 66 days to forward the notice of toll violation. If the registered owner is a repeat violator, the Agency shall have up to 90 days to forward the notice of toll violation.

(d) In the case of joint ownership of a Vehicle, the Notice of Violation shall be issued to the first name appearing in the registration. If a Notice of Violation is issued in person to the driver of a Vehicle, the driver of the Vehicle shall be deemed the agent of the registered owner for purposes of delivery of the Notice of Violation. The Notice of Violation shall contain:

(i) The date and time of issuance.

(ii) The name and address of the person to whom the Notice of Violation is issued.

(iii) The date, time and location of the alleged Violation.

(iv) The alphanumeric designation of the license plate on the Vehicle that was used in the alleged Violation(s) and, if applicable, the registration expiration date and the make of the Vehicle.

(v) The Section of the California Vehicle Code alleged to have been violated.

(vi) The procedure and deadline for the Motorist to follow in order to pay the penalty or to contest the Notice of Violation (and to appeal an adverse decision), including the time and place for appearance by the registered owner.

(vii) The amount of the applicable Penalty for the Violation and the further Penalty to be paid in the event the Penalty imposed with the Notice of Violation is not paid timely.

(viii) A statement that there will be additional costs and fees incurred by the Motorist according to the local jurisdiction rules if collection is pursued through court action.

Additional information may be included in the Notice of Violation in the discretion of the Chief Executive Officer of the Agency.

(e) If the description of the Vehicle in the Notice of Violation does not match the corresponding information on the registration card for that Vehicle, the

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Agency may, on written request of the Motorist, cancel the Notice of Violation without the necessity of appearance by that person.

(f) If after a copy of the Notice of Violation has been sent to the Motorist, the Agency determines that, in the interest of justice, the Notice of Violation should be dismissed, the Agency shall dismiss the charges and so notify the Motorist.

(g) If the full amount of the Penalty is received by the person authorized to receive the deposit of the Penalty and there is no contest as to that Violation, proceedings under this Ordinance shall terminate.

Section 5. Failure to Pay Toll Evasion Penalties.

(a) If the payment of a Penalty is not received by the Agency as specified in the Notice of Violation by the time and date fixed on the Notice of Violation under Section 4, above, the Agency shall deliver by personal service or first-class mail to the registered owner of the Vehicle a Notice of Delinquent Violation.

(b) The Agency shall establish a procedure for providing, upon request, a photo static copy of the original Notice of Violation or an electronically produced facsimile of the original Notice of Violation. The Agency may charge a fee sufficient to recover the actual cost of providing the copy, to be established by the Chief Executive Officer, not to exceed two dollars ($2).

(c) The Notice of Delinquent Violation shall contain the information required to be contained in the original Notice of Violation and, additionally shall contain a notice to the registered owner that, unless the registered owner pays the Penalties or contests the citation pursuant to the procedure set forth in the Notice of Violation within 30 days after mailing of the Notice of Delinquent Toll Violation, or completes and files an Affidavit of Non-liability in compliance with this Section and Section 4(d), the Violation shall be considered to be a debt due and owing the Agency, and the Agency may seek recovery in any lawful manner, including non-renewal action against the Vehicle's registration.

(d) The Notice of Delinquent Violation shall contain, or be accompanied with, an Affidavit of Non-liability and information regarding what constitutes non-liability, information as to the effect of executing the Affidavit, and instructions for returning the Affidavit to the Agency. If the Affidavit of Non-liability is returned to the Agency within 30 days of the mailing of the Notice of Violation or Notice of Delinquent Toll Violation together with proof that either (i) the driver at the time of the Violation did not possess express or implied authority to drive the Vehicle, or (ii) the registered owner

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served has made a bona fide sale or transfer of the Vehicle and has delivered possession thereof to the purchaser prior to the date of the alleged Violation in compliance with Section 5602 of the Code, and the Agency is satisfied with such proof, the Agency may terminate proceedings against the originally served Motorist and proceed against the unauthorized driver at the time of the Violation, or the new owner of the Vehicle. To establish the defense enumerated in clause (i), above, the registered owner may provide a stolen vehicle police report or other evidence which the Agency will evaluate and in its discretion determine whether the defense has been established.

Section 6. Payment After Notice of Delinquent Violation.

(a) If a Motorist, or agent of a Motorist who was served with a Notice of Delinquent Violation pursuant to Section 5, deposits the demanded Penalties with the Agency, after the Notice of Delinquent Violation is issued for delivery, the Agency shall follow the procedures set forth in Section 40266 of the Code.

Section 7. Contest of Notice of Violation or Delinquent Violation.

(a) Any Motorist who wishes to contest a Notice of Violation or Notice of Delinquent Violation may do so without having to deposit the toll or Penalty. If a Motorist timely contests a Notice of Violation or Notice of Delinquent Violation, the Agency shall conduct an administrative investigation, which shall consist of reviewing the evidence on which the alleged violation was based, including any photographs of the alleged violation, reviewing the Department's registered owner information, and confirming that a full and complete payment was not timely made. The results of the administrative investigation shall be mailed or emailed to the Motorist.

(b) The Agency shall establish a fair and impartial administrative review procedure for any Motorist who wishes to timely contest a Notice of Violation or a Notice of Delinquent Violation after receiving the results of an administrative investigation. Such procedure shall be in accordance with Section 40255 of the Code, including with respect to the deposit requirement, although the Agency may require a reduced deposit under circumstances approved by the Chief Executive Officer. The procedure shall be implemented by the Agency's Chief Executive Officer who shall have the authority to update and revise such procedure from time to time as the Agency's Chief Executive Officer deems necessary.

(c) Any Motorist who wishes to timely contest a Notice of Violation or Notice of Delinquent Violation after receiving the results of an administrative investigation shall be provided with a copy of the administrative review procedure and invited to request a hearing. A properly requested hearing

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shall be held within 90 calendar days following the receipt of a request for administrative hearing, excluding any time tolled pursuant to Article 4 of Chapter 1 of Division 17 of the Code. In the event a hold has been placed on the renewal of a Motorist's Vehicle registration under Section 4770 of the Code, then the hearing shall be held within 30 days following a proper request, provided the Motorist requesting the hearing cooperates in its scheduling. Prior to filing any request to intercept monies due to the Motorist from the Franchise Tax Board in accordance with Government Code Sections 12419.5 et seq. the Agency shall provide 45 days' advance written notice, and the hearing on the review shall be scheduled prior to the filing of the request to intercept.

Section 8. Payment Plans. The Agency's Chief Toll Operations Officer shall establish a payment plan policy for offering payment plans to qualified Motorists for purposes of resolving Penalties. The policy shall comply with the requirements set forth in Section 40269.5 of the Code. The Agency's Chief Toll Operations officer may also authorize payment plans or other reasonable terms for resolution of outstanding Penalties on terms that the officer deems reasonable even if the Motorist does not qualify under Section 40269.5 of the Code.

Section 9. Collection of Unpaid Penalties. Except as otherwise provided in Sections 40268 and 40269 of the Code, the Agency shall be authorized to proceed under one or more of the following options for the collection of unpaid Penalties:

(a) The Agency may file an itemization of unpaid Penalties (including administrative and service fees) with the Department for collection with the registration of the Vehicle pursuant to Section 4770.

(b) If more than four hundred dollars ($400) in unpaid Penalties and other charges have been accrued by any Motorist or registered owner, the Agency may file proof of that fact with the court with the same effect as a civil judgment. Execution may be levied, and other measures may be taken for the collection of the judgment as are authorized for the collection of any unpaid civil judgment entered against a defendant in an action on a debtor. The court may assess costs against a judgment debtor to be paid upon satisfaction of the judgment. Prior to seeking entry of judgment, the Agency shall send a notice by first-class mail (and by e-mail, if known) to the Motorist or registered owner indicating that a judgment shall be entered for the unpaid Penalties and that after 30 days from the date of the mailing of the notice, the judgment shall have the same effect as an entry of judgment against a judgment debtor. The notice shall include all information required by Section 40267 of the Code and shall also advise the Motorist of the Motorist's right to request an administrative review. The filing fee and any costs of collection shall be added to the judgment amount.

(c) If the registration of the Vehicle has not been renewed for 60 days beyond the renewal date, and the notice has not been collected by the Department pursuant to Section 4770 of the Code, the Agency may file proof of unpaid Penalties with the court with the same effect as a civil judgment as provided in subdivision (b), except that if the amount of the unpaid Penalties is not

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more than four hundred dollars ($400), the filing fee shall be collectible by the court from the debtor.

(d) The Agency may file a request to intercept a Motorist's tax refund from the Franchise Tax Board in accordance with Government Code Sections 12419.5 et seq.

(e) The Agency may contract with a collection agency to collect unpaid Penalties and other charges.

Section 10. Termination of Proceedings. The Agency shall terminate proceedings on the Notice of Delinquent Violations upon the occurrence of the circumstances specified in Section 40269 of the Code.

Section 11. Other Notices. Nothing herein shall prohibit the Agency from establishing informal methods of notifying Motorists of Violations and from collecting Penalties for Violations through such means.

Section 12. Implementation. The Chief Executive Officer of the Agency is hereby authorized and directed to develop such procedures, forms, documents and directives which may be necessary to implement the terms of this Ordinance.

Section 13. Severability. If any provision of this Ordinance is determined to be void or invalid by any administrative or judicial tribunal, said provision shall be deemed severable and such invalidation shall not invalidate the entirety of this Ordinance or any other provision hereof.

ADOPTED BY THE FOOTHILL/EASTERN TRA
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TOLL ENFORCEMENT ORDINANCE ADOPTION NO. FE2028-01 AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE FOOTHILL/EASTERN TRANSPORTATION CORRIDOR AGENCY RELATING TO THE ADMINISTRATION OF TOLLS AND THE ENFORCEMENT OF TOLL VIOLATIONS ON THE FOOTHILL AND EASTERN TRANSPORTATION CORRIDORS

ATTEST:

I, Sarah Lighthipe, Clerk of the Board of the Foothill/Eastern Transportation Corridor Agency hereby certify that the foregoing Ordinance FE2028-01 was duly adopted on XXXXXX, by the Board of Directors of the Foothill/Eastern Transportation Corridor Agency by the following vote:

| | |
|---|---|
| Yes: | XXXX |
| | XXXX |
| No: Absent: | None Farrah |
| Abstain: | Khan None |

Sarah Lighthipe, Clerk of
Foothill/Eastern Transportation Corridor Agency

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Schedule "A"

Schedule of Penalties

| | |
|---|---|
| Toll Evasion Penalty | $57.50 |
| Delinquent Toll Evasion Penalty | $42.50 |

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# *EXHIBIT F*
# *TRAFFIC OPERATIONS METRICS MONITORING & GOVERNANCE*

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# 1 Introduction

This exhibit will address three main topics:

- Section 2 will discuss the key performance metrics whose performance will be continually monitored once the Express Connector is opened.
- Section 3 will discuss the conditions under which traffic volumes on the Express Connector may need to be further constrained to preserve operations at the East End of the eastbound 91 Express Lanes.
- Section 4 will identify the data that will need to be collected to support the evaluation of the key performance metrics.
- Section 5 will outline the governance structure that will be responsible for reviewing the key performance metrics and for making subsequent adjustments to the dynamic pricing and progressive demand management systems.

The ultimate purpose of this exhibit is to establish a framework by which existing operations are continually evaluated and operational parameters are adjusted, as necessary, in the pursuit of more effective and efficient traffic operations in the corridor.

# 2 Key Performance Metrics

The effectiveness of the operation of the Express Connector will be determined by the extent to which the key performance metrics are satisfied during peak travel periods. Four performance metrics have been identified by the Parties as being foundational to successful operations in the corridor.

The four key metrics, along with the direction in which they will be applied, are summarized in Table 1.

***Table 1 – Key Metric Summary***

| **Metric** | **Applicability of metric to:** | | **Method of Measurement** |
|---|---|---|---|
| | NB-to-EB Direction | WB-to-SB Direction | |
| Express Connector Volumes not to exceed 1500 vehicles per hour | Yes | Yes | Automated |
| Maintain Speeds > 60 mph in EB and WB Critical Zones | Yes | Yes | Automated |
| EB County Line Egress volumes < 200 vph | Yes | No | Manually |
| Toll connector meter queue < 100 vehicles or 3,400 ft. | Yes | No | Automated |

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The metrics measured by automated means are incorporated into the dynamic pricing and/or progressive demand management systems. These systems will rely on traffic detection devices to provide information regarding traffic speed, volumes, density, and queue length. The dynamic pricing and progressive demand management systems incorporated into the F/ETCA toll system (or "TCA Toll System") will respond to the data inputs to enact changes in pricing or the various progressive demand management strategies.

The metrics measured by manual means will require the collection of data from other sources and will be evaluated. This manual data will be used to adjust the dynamic pricing algorithm or progressive demand management strategies as needed.

# 3 91 Express Lanes East End Performance

RCTC has concerns regarding the operation of the east end of the 91 Express Lanes following the opening of the 241/91 EC. The Parties acknowledge that prior to opening of the 241/91 EC, it is not known if vehicles travelling NB to EB to the 91 Express Lanes will significantly contribute to East End performance issues. The Parties also acknowledge that it is not known if reducing the 241/91 EC volumes will improve the East End performance.

The purpose of this section is to identify the conditions under which usage of the Express Connector may be constrained to protect operations at the east end of the 91 Express Lanes.

## 3.1 Super-peak Condition

The Parties have agreed to evaluate the impact of the 241/91 EC on the East End performance during Super-peak periods. A Super-peak period occurs when the following three conditions are met simultaneously:

1. McKinley toll rate is 25% greater than the established baseline toll rate;
2. Average speed in the East End zone is <65 mph or queuing at the East End is > 0.5 miles; and
3. Traffic density in the East End zone is > 23 vpmpl.

## 3.2 Express Connector Volumes

During Super-peak periods it is agreed that the Express Connector volume will be restricted to 370 vehicles per hour. The 370 vehicle per hour restriction shall be monitored in 30-minute increments. During Super-peak periods (as defined in Section 3.1), the total number of vehicles using the Express Connector in any two consecutive 30-minute intervals must not exceed 370 vehicles. If the volume does exceed 370 vehicles, then changes must be made to the dynamic pricing algorithm and/or the progressive demand management framework to reduce the volumes.

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The Express Connector volumes will be reviewed and adjusted according to the governance process outlined in Section 5.

# 4 Data Collection and Analysis Requirements

The accurate evaluation of the above-mentioned key performance metrics requires timely and accurate collection of traffic data. Table 2 summarizes the data that will need to be collected to support the evaluation of the metrics identified in Section 2. The table is structured in the following manner:

- The top part of the table summarizes the data requirements for the NB-to-EB Express Connector;
- The middle part captures East End data requirements; and,
- The lower part summarizes the data requirements for the WB-to-SB Express Connector.

The table also identifies the source of each data requirement.

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### *Table 2 – Data Collection Summary*

| Direction | Data Required | Data Source |
|---|---|---|
| NB-to-EB Express Connector | Speeds in EB critical zone | TCA Toll System |
| | Volumes in EB critical zone | TCA Toll System |
| | HOV Only and Bus/Registered Vanpool mode time/duration, traffic volumes and cheater rates | TCA Toll System |
| | Volumes through Express Connector Toll Point | TCA Toll system |
| | Weaving volumes (from Express Connector to County Line egress and from general purpose lanes to Express Lanes ingress) | OCTA/RCTC Toll System + TCA Toll System (Windy Ridge & Express Connector) + TCA FasTrak reader at egress |
| | Start and end time of all TCM activations | TCA Toll System / Dynamic Pricing Engine |
| | Start and end time of all periods in which TCM queue >80 vehicles or 3,200 feet | TCA Toll System / Dynamic Pricing Engine |
| | Toll Rates on Express Connector | TCA Toll System / Dynamic Pricing Engine |
| | Identification (including start and end time) of all non-recurring incidents | Traffic Operations Center |
| | | |
| RCTC East End (EB) | Volumes at RCTC and OCTA mainline | OCTA and RCTC Toll System |
| | Toll Rates on RCTC 91 Express Lanes in 5 minute increments for all destinations | RCTC Toll System |
| | Volumes and speeds at RCTC East End | RCTC Toll System / "RCTC Traffic Monitoring System" |
| | Queue lengths by date, time and duration at RCTC East End | RCTC Traffic Monitoring System |
| | Identification (including start and end time) of all non-recurring incidents | Traffic Operations Center |
| | | |
| WB-to-SB Express Connector | Speeds in WB critical zone | TCA Toll System |
| | Volumes in WB critical zone | TCA Toll System |
| | Volumes through Express Connector Toll Point | TCA Toll System |
| | Weaving volumes (from WB RCTC GP lanes to WB-to-SB Express Connector) | RCTC Toll System + TCA Toll System |
| | Average speed in WB mixing zone (the 0.61-mile open-access portion of the WB 91 Express Lanes between the end of RCTC's barrier-separated facility and the start of OCTA's barrier-separated facility) | TCA Toll System |
| | Identification (including start and end time) of all non-recurring incidents | Traffic Operations Center |

As Table 2 indicates, a significant amount of data will need to be compiled on a regular basis to support a consistent and continual evaluation of the key performance metrics and East End

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performance. To somewhat narrow the scope of the data analysis effort, the analysis of data should focus on Super-peak, peak, and shoulder travel periods in each direction. Table 3 summarizes the time periods from which data should be analyzed. These are initial estimates that may be refined once live data from the Express Connector is available to better inform the selection.

***Table 3 – Time Periods for Data Analysis***

| **Direction** | **Weekday Time Period (Mon-Fri)** | **Weekend Time Period (Sat-Sun)** |
|---|---|---|
| NB-to-EB Express Connector | Noon – 8 pm | 1 pm – 6 pm |
| WB-to-SB Express Connector | 4 am – 11 am | Noon – 8 pm |
| East End (EB) | Noon – 8pm | 2 pm – 6 pm |

Once the data is collected, it will be analyzed to determine the extent to which the key performance metrics were satisfied. East End performance data will also be analyzed. The key components of the data analysis are summarized in Table 4. The table summarizes the critical outputs that will be required from the analysis, organized by direction. An important element of toll system design will be to define a series of reports that can be swiftly pulled on a recurring basis to support the analysis.

Please note that the term "interval" in Table 4 refers to the frequency with which prices on the Express Connector are calculated and updated. The duration of these pricing intervals is defined in Table 7 of Appendix A. The initial recommended duration is 5 minutes; the Governance Team will ultimately be responsible for establishing the value.

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### *Table 4 – Data Analysis Requirements*

| Direction | Data Required | Frequency |
|---|---|---|
| NB-to-EB Express Connector | # of non-conforming intervals (< 60 mph in EB critical zone) | By interval |
| | Density of EB critical zone during non-conforming intervals | By interval |
| | # of unique 60-minute periods in which NB-to-EB Express Connector volume > 1500 vehicles | By interval |
| | # of 30-minute instances during East End super-peak where Express Connector volume > rate of 370 vehicles per hour (185 vehicles per ½ hour) | By occurrence |
| | # of hours with weaving volume (Express Connector to County Line egress) > 200 vehicles; and/or from general purpose lanes to county line ingress | Hourly |
| | # of intervals with TCM activated | By interval |
| | # of intervals with HOV ONLY engaged | By interval |
| | # of 60 minute periods in which HOV2+ volume exceeds configurable target value | By occurrence |
| | # of 60 minute period in which peak period exceeds xxx vph | By occurrence |
| | # of 60 minute periods in which super-peak volumes exceed xxx or queueing or speeds (should discuss) | By occurrence |
| | # of intervals in which max queue length is exceeded | By interval |
| East End (EB) | # of 5-minute periods the East End (at McKinley) toll rate is 25% (or more) greater than the established baseline toll | By occurrence |
| | # 30 minute periods in which the traffic density at East End is greater than 23 vpmpl (vehicles/mile/lane) | By occurrence |
| | # 30 minute periods in which at least one of the conditions below is observed:<br>• East End average speed below 65 mph<br>• East End queues longer than 0.5 miles | By occurrence |
| | 30 minute periods within which the East End Super-peak conditions are met | 30 minute time periods |
| WB-to-SB Express Connector | # of non-conforming intervals (< 60 mph in WB critical zone) | By interval |
| | Density of WB critical zone during non-conforming intervals | By interval |
| | # of unique 60-minute periods in which WB-to-SB Express Connector volume > 1500 vehicles | By interval |
| | # of days in which average speed in WB mixing zone is compromised (10% or more below baseline conditions for speed) | Hourly |
| | Weaving volumes during compromised hours of the WB mixing zone | Hourly |

One important note is that all data analysis should be restricted to analysis periods not impacted by atypical conditions or incidents within the Express Connector or Express Lanes. This allows the analysis to focus on periods in which the only external variable contributing to traffic operations is change in demand.

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The most important output of the Data Analysis process is the identification of **conditions requiring review**. These conditions are summarized in Table 5. If any of these conditions are observed, they will need to be reviewed by the Governance Team (discussed in the next section) for possible action.

***Table 5 – Conditions Requiring Review***

| Direction | Location | Condition |
|---|---|---|
| NB-to-EB Express Connector | EB Critical Zone | 3 non-conforming intervals (speeds < 60 mph) within any rolling 30-minute window |
| | Express Connector | Any 30-minute window of time in which the Express Connector volume > 1500 vehicles (flow rate)/ hour |
| | Express Connector | Any 30-minute window during Super-peak periods in which Express Connector volume > 185 vehicles. |
| East End (EB) | East End | Super-Peak Period established |
| WB-to-SB Express Connector | WB Critical Zone | 3 non-conforming intervals (speeds < 60 mph) within any 30-minute window |
| | Express Connector | Any 30-minute window of time in which the Express Connector volume > 1500 vehicles / hour |
| | WB Mixing Zone | Any 60-minute periods in which the average speed through the WB Mixing Zone is ≥ 10% lower than existing conditions |

# 5 Governance Structure

The tasks of monitoring conditions, assessing causes of operational shortcomings, and advancing solutions will be the responsibility of the Governance Team. The Governance Team (GT) will consist of 1-2 designated representatives each from F/ETCA, RCTC, and OCTA. The GT may also consult with traffic and revenue consultants and Caltrans as needed. The purpose of the Governance Team (GT) is to oversee a continuous analytical feedback loop by regularly reviewing operational data and by collectively making appropriate adjustments to the dynamic pricing framework.

This section will be organized as follows:

- Section 5.1 will discuss the functions of the Governance Team (GT) with respect to reviewing and managing operations within the **critical zones** (eastbound and westbound) as well as the **WB mixing zone**.
- Section 5.2 will discuss the responsibilities of the GT with respect to monitoring and managing operations at the **East End** of RCTC's Express Lanes.

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## 5.1 Governance Team – Critical Zones & Mixing Zone

This section will provide an overview of the functioning of the Governance Team as it pertains to managing operations in the EB and WB critical zones as well as in the WB mixing zone. Section 5.1.1 will discuss the manner in which the GT will operate, while Section 5.1.2 will outline the Change Management Process that represents the mechanism by which adjustments may be implemented to support improved operations in the corridor.

### 5.1.1 Governance Team Operations – Critical & Mixing Zones

With respect to both the EB critical zone, the WB critical zone, and the WB mixing zone, the GT is proposed to operate as follows:

- The first task of the GT will be to establish the initial parameters under which the dynamic pricing algorithm will operate. These parameters (along with some initially proposed values) are identified in Appendix A to this exhibit.
- At 6 months prior to go-live, the GT will review the latest available traffic volumes/speeds and update the configurable parameters as needed.
- After go-live, the GT will convene regularly to review data and ongoing operational conditions.
    - Immediately after the 241/91 EC opens, the GT will meet on a daily basis.
    - Once a measure of operational stability and consistency is observed, the GT will meet on a less frequent (e.g., weekly) basis.
- Ultimately, the frequency of meetings will be made by consensus among the Governance Team members. F/ETCA will be responsible for organizing and scheduling GT meetings.
- The GT meetings will primarily focus on identifying and evaluating conditions requiring review, as described previously in Table 5. Upon identification of the conditions requiring review, the GT will collaboratively perform the following tasks:
    - Assess the causes of the failure(s) to meet the prescribed performance metrics
    - Discuss possible changes to help improve performance
    - Identify appropriate adjustments to configurable parameters and to the PDM strategy.
- It is also envisioned that the GT may periodically perform additional analysis and/or testing beyond conditions requiring review, such as reviewing upstream traffic volumes and general purpose lane weaving in the EB direction. The purpose of this additional analysis would be to identify and/or test potential adjustments to dynamic pricing or progressive demand management strategy, or to potentially change the definition of Super-peak conditions (as described in Section 2.2). As with all functions, the goal of the GT's efforts is to optimize overall performance in the corridor.
- An important component of the routine meetings will be to evaluate the effectiveness of

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previous adjustments. It will be important for the GT to learn and understand how traffic operations respond to various changes to configurable parameters.

Systematic analysis will be critical to understanding the root causes of non-conformance to the performance metrics. Table 6 helps identify the appropriate analysis that should follow any instance of non-conformance to the key performance metrics identified in Section 2. Please note that the analysis should focus on non-conforming metrics that occur during **periods that are free from non-recurring incidents**.

***Table 6 – Guidance for Assessing Non-Conformance to Standards***

| Non-Conforming Metric | Required Analysis |
|---|---|
| Not maintaining **60+ mph in the critical zone** | • Assess densities during non-conforming periods (as well as during the interval prior to and after) to determine the role of traffic volume<br>• Assess weave volumes during the non-conforming periods to understand their impact on operations<br>• In the NB-to-EB direction, evaluate whether progressive demand management was actively engaged and determine its effectiveness in restoring acceptable conditions<br>• If applicable, review HOV-access level and determine if a modification is needed<br>• Evaluate toll rates on the EC to determine whether they are sufficiently responsive to increasing congestion<br>• Assess HOV2+ volume to determine if the vph is too high and the HOV Only mode needs to be changed to HOV3+<br>• Assess non-compliance rate for TCM and HOV Only |
| Not keeping **Express Connector volumes < 1500 vph** | • Evaluate whether EC toll rates are effective at managing demand<br>• Consider the extent to which other factors (e.g., conditions in GP lanes) contribute to demand<br>• Evaluate whether engagement of TCM (in the NB-to-EB direction) is effective at restricting demand for EC<br>• Evaluate PDM strategies to determine if they require changes |
| Not keeping **TCM queues < 100 vehicles / 3400 feet** | • Consider whether a toll connector meter timing adjustment is needed.<br>• Ensure that HOV ONLY is appropriately triggered per the algorithm's parameters<br>• Assess whether HOV2+ during HOV Only mode produces too many vehicles<br>• Assess whether the HOV Only mode is resulting in too many cheaters and enforcement efforts need to be changed<br>• Calculate the time required to restore an acceptable queue once HOV ONLY is triggered<br>• Assess whether more sensors may be needed to better react to queuing |
| Failure to maintain **speeds in the WB mixing zone that are within 10% of baseline** | • Evaluate the relationship between weave volumes and WB Mixing Zone operations<br>• Assess impact to 91 El customers travelling both the RCTC and OCTA segments<br>• Assess whether adjusting the EC price would decrease weaving |

In short, any instance of non-conformance identified by the Governance Team should be followed by an inquiry into the extent to which pricing on the Express Connector was related to the non-

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conformance. This inquiry will likely involve an evaluation of external factors (such as conditions in the parallel GP lanes), an assessment of internal operations (such as weaving), and a confirmation that PDM is functioning as prescribed.

After conducting the analysis described in Table 6, the Governance Team may find it necessary to adjust one or more of the dynamic pricing algorithm or progressive demand management parameters or policies. The two tables in Appendix B to this exhibit provide initial guidance regarding the effective targeting of adjustments to address operational issues.

To summarize, the role of the Governance Team with respect to the EB and WB critical zones as well as the WB mixing zone will be to (1) establish the initial parameters for the dynamic pricing algorithm and progressive demand management system, (2) review all primary performance metrics on a regular basis, (3) recommend changes to the parameters to enable the facility to meet its operational goals, and (4) evaluate the effectiveness of its proposed changes. This analysis will be critical in the early stages of the opening of the Express Connector. It will also be critical whenever regional improvements (such as ECOP) are implemented, since such improvements will likely affect traffic operations in the corridor.

### 5.1.2 Change Management Process

In support of its mandate to oversee and manage operations in the EB and WB critical zones and in the WB mixing zone, the Governance Team may implement changes to follow up on its analysis. The changes will generally fall into one of three categories: (a) changes to the dynamic pricing algorithm, (b) changes to the progressive demand management strategy, and (c) changes to Express Connector-related policies. Some examples of these potential changes are identified below:

- **Changes to dynamic pricing algorithm input values and parameters**:
    - Maximum density in the critical zone (the primary trigger for advancing to the next level of PDM)
    - Recovery density in the critical zone (the primary trigger for unraveling each stage of PDM)
    - Peak design toll
    - Not-to-exceed toll amount
    - Maximum queue length
- **Changes to progressive demand management (PDM) strategy and related parameters**:
    - TCM – activation threshold, timing, involvement during HOV-Only mode
    - HOV Only mode operation at the 2+ or 3+ level, dynamic or pre-scheduled operation
    - Bus/Registered Vanpool trigger density
- **Changes to Express Connector related policies**. (Note that changes to these policies will likely require F/ETCA Board approval.)
    - Determining that the Express Connector will be dynamically priced, and related

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principles, including maximum toll price change interval and change amount
- Determining that the Express Connector will utilize a progressive form of traffic demand management
- Determining eligibility for discounts and discount levels
- Determining a minimum toll rate for the Express Connector
- Determining policy regarding a patron paying a displayed toll price
- Determining a toll rate or penalty for specific circumstances, such as failure to stop at the Toll Connector Meter when it is active

The three agencies (F/ETCA, RCTC, and OCTA) will work jointly to identify needed changes and consider the consistency of policies. Any of the three agencies can propose changes. Proposed changes will be subject to the guidelines that follow.

#### *5.1.2.1 Algorithm Changes and PDM Strategy Changes*

1) Management level reviews the proposed change.
2) If all three agencies agree on a proposed change, the change is made, and the effects are monitored.
3) If the management level of all three agencies does not unanimously agree on a proposed change, the matter escalates to the executive level:
    a) If OCTA and RCTC executives agree on a change to the dynamic pricing algorithm or progressive demand management strategy, the change is made, and the effects are monitored.
    b) If OCTA and RCTC executives do not agree on a change, then no change is made.

#### *5.1.2.2 Policy Changes*

1) Management level reviews the proposed changes to the policy to determine if approval is required by each agency or not
2) If approval by each agency is needed, changes to policy must be approved by all three agency executives
3) No change is made to a policy requiring the approval of all three agencies until the executives of the agencies agree on the change. Note that changes to policy may require the approval of F/ETCA's Board of Directors.

## 5.2 Governance Team Operations – East End

The Governance Team will also be responsible for overseeing operations on the East End of the RCTC Express Lanes. The GT's responsibilities relative to the East End will include the following:

1. Establishing the baseline toll at go-live;

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2. Re-establishing the baseline toll when corridor improvements or changes are made;
3. Defining Super-peak conditions (as initially laid out in Section 2.2);
4. Identifying when the Super-peak conditions have been met, ensuring the Super-peak data is collected for analysis;
5. Monitoring Express Connector volumes during Super-peak conditions;
6. Identifying all 60-minute windows of time *during Super-peak periods* in which the Express Connector volumes exceed 370 vehicles;
7. Evaluating the periodic need for changes to 241/91 EC dynamic pricing, PDM, RCTC dynamic pricing, other policy change;
8. Enacting changes to EC toll pricing and/or progressive demand management strategy to bring EC traffic volumes within 370 vph during subsequent super-peak conditions. Reasonableness shall be used when determining if the current volume fulfills the intent of the 370 vph limit. As adjustments are not automated it should be understood that it may be unreasonable to demand adjustments of the EC volume is close to 370; and,
9. Performing analysis and pilots to determine if the 241/91 EC is materially contributing to east-end performance issues and determining what adjustments can be made to maximize corridor performance.

In anticipating the important role of the Governance Team in monitoring and maintaining acceptable conditions in the East End, it is important to note the following:

- All Parties of this Agreement have agreed that **an East End super-peak condition shall not itself represent contractual non-conformance**. Rather, non-compliance is defined as the failure of F/ETCA to bring EC volumes under 370 vph during Super-peak conditions.
- Section 5.1.2.1 discusses the RCTC and OCTA final approval provision for dynamic pricing and progressive demand management. However, **this provision does not apply to Super-Peak governance**. Any Party can propose such changes, but all three Parties must approve.
- The GT may, upon agreement of all GT members, perform additional testing, including temporarily bringing the EC volume under 370 vph during subsequent super-peaks to measure its effect on East End toll price and performance. Any such testing that further lowers EC volumes under 370 will be limited in duration (i.e. 2-3 weeks), after which EC volumes can return to within 370 vph. Such testing may also include temporarily increasing EC traffic volumes over 370 vph during super-peak to measure this effect on East End toll price.
- Should all three GT members (OCTA, RCTC, and TCA) not agree on testing parameters, or on changes to related pricing or progressive demand strategy parameters, then the matter will be escalated, first to the management level, and then to the executive level. If all three parties still do not agree on a proposed change, a mutually agreed independent third party

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will evaluate the PDM change and make an objective recommendation, which the Parties agree will prevail.

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# Appendix A. Configurable Parameters

A variety of parameters that will be employed in the proposed framework for dynamic pricing and progressive demand management. Table 7 summarizes these parameters and provides some initial possible values. These values need to be modeled, tested, and agreed upon by Governance Team members 6 months prior to deployment. The Governance Team will be primarily responsible for establishing these parameters prior to going live, evaluating these parameters after going live, and updating these parameters as part of the Governance process (see Section 4 of this exhibit).

***Table 7 – Summary of Configurable Parameters and Proposed Initial Values***

| **Configurable Parameter** | **Proposed Value** | | **Comment** |
|---|---|---|---|
| | NB-to-EB | WB-to-SB | |
| **Peak Period** | Mon-Thu: 2-6 pm<br>Fri: 1-7 pm | Mon-Thu: 5-9 am | HOV3+ vehicles required to pay tolls during peak periods |
| **Superpeak Period** | Thu: 2-3 pm<br>Fri: 1-3 pm | n/a | Subset of peak periods in which alternative approach to PDM may be used |
| **Minimum discharge rate at the Toll Connector Meter (vph)** | 360 | n/a | |
| **Maximum discharge rate at the TCM (vph)** | 900 | | |
| **Interval length (min.)** | 5 | 5 | Should be in the range of 2 to 15 minutes |
| **Minimum price change per interval** | ± $0.25 | ± $0.10 | |
| **Maximum price change interval** | | | |
| **Minimum toll for Express Connector** | $2.00 | $2.00 | These values go together. The min. toll is charged when density <= minimum density |
| **Minimum density (vehicles per mile per lane)** | 9 | 9 | |
| **TCM trigger density** | 26 | n/a | |
| **Peak design toll rate** | $40 | $30 | These values go together. The peak design toll is charged when actual density = maximum density |
| **Maximum density (vehicles per mile per lane)** sustained densities at or above this value will initiate progressive demand management | 26 | 26 | |

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| Configurable Parameter | Proposed Value | | Comment |
|---|---|---|---|
| | NB-to-EB | WB-to-SB | |
| **Not-to-Exceed Toll**<br>A configurable value designed to prevent any potentially high toll rates from being posted; to bypass, set to a very high number | $75 | $50 | This is for control of the dynamic pricing and not an approved maximum toll rate |
| **Θ multiplier**<br>calibrated such that Θ * minimum density = 1.0 | 0.111 | 0.111 | These values are not independently determined, but are a function of other key parameters |
| **ß rate escalation factor**<br>governs the rate at which tolls escalate above the min. toll | 3.037 | 1.9125 | |
| **Recovery density (vehicles per mile per lane)**<br>Once PDM has been engaged, density must be consistently below this level before the recovery phase can begin | 22 | n/a | |
| **TCM Engagement Trigger**<br># of consecutive intervals that critical zone density must be above TCM trigger density before TCM engaged | 3 | | The selection of this value should be related (in part) to the interval length |
| **Max queue length (ft.)**<br>if the queue at the TCM exceeds this value, transition to HOV ONLY | 3400 | | Alternatively, this could be expressed as # of vehicles |
| **HOV Only Capacity** | 2 | | |
| **HOV ONLY Engagement Trigger**<br># of consecutive intervals that critical zone density must be above max density before HOV ONLY restriction is enacted | 3 | | Applied after TCM engaged for NB-to-EB; continuously evaluated for WB-to-SB |
| **Buses & Registered Vanpools Engagement Trigger**<br># of consecutive intervals that critical zone density must be above max density before enacting "Buses & Registered Vanpools ONLY" | 3 | | Not evaluated until HOV ONLY mode has been engaged |
| **Recovery Mode Engagement Trigger**<br># of consecutive intervals the critical zone must remain below recovery density before transition to recovery mode | 3 | | Ensures that conditions are consistently acceptable before recovery mode begins |
| **Recovery Stage Duration**<br># of consecutive intervals the critical zone must remain below recovery density before transitioning to the next stage of recovery | 3 | | Ensured conditions are consistently good before further lifting restrictions |

The parameters identified in the table above will be configured primarily to sustain the minimum acceptable average speed in the critical zone. This primary performance metric is **60+ miles per hour** (mph). In other words, the variables underlying the dynamic pricing framework should be

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designed (and modified as necessary) to ensure the operation of the Express Connector supports this performance standard. A key purpose of the analytical feedback loop described in this exhibit is to identify modifications to these parameters such that this primary performance metric can always be satisfied.

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# Appendix B. Algorithm Adjustment Guidance

The tables on the following two pages provide guidance regarding making adjustments to the dynamic pricing algorithm's key parameters.

- Table 8 reviews the key parameters, and it provides a high-level discussion on how changes to these parameters could impact operations.
- Table 9 provides some initial guidance on how each of the key parameters relates to the five key metrics identified in Section 1. In reviewing this table, please note the following:
    - A star indicates a strong relationship between the designated parameter and the corresponding performance metric.
    - A checkmark (√) indicates an indirect relationship between the designated parameter and the corresponding performance metric.
    - A blank space suggests that there is little-to-no relationship.

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### *Table 8 – Qualitative Discussion of Possible Parameter Adjustments*

| Configurable Parameter | NB-to-EB Value | WB-to-SB Value | Comment |
|---|---|---|---|
| Minimum Density (vphpl) | 9 | 9 | Reducing minimum density would cause rates to escalate earlier; more effective if coupled with a reduction in the maximum density and/or increase in minimum toll |
| Minimum Toll | $2.00 | $2.00 | Increasing the minimum toll could suppress off-peak usage and delay the onset of elevated rates. It would have little effect on peak conditions unless coupled with an increased to the peak design toll. |
| Maximum Density (vphpl) | 26 | 26 | A decrease in the maximum density would cause rates to escalate more quickly, assuming the peak design toll stays the same. Its impact is magnified if peak design toll rate is increased. |
| Peak Design Toll Rate | $40 | $30 | An increase in the peak design toll would cause rates to escalate more quickly, assuming the max density stays the same. Its impact is magnified if maximum density is decreased. |
| TCM Trigger Density (vphpl) | 22 | n/a | A decrease in the TCM trigger density would cause the TCM to engage more quickly, initiating PDM more quickly. The risk is an increased likelihood of creating queues that could ultimately lead to HOV ONLY mode. |
| Max Queue Length (ft.) | 3400 | n/a | Reducing the max queue length could cause HOV ONLY mode to engage more quickly. This would strengthen demand management but would likely result in more frequent restrictions for single-occupant vehicles. |
| Max. Price Change per Interval | ± $2.00 | ± $1.00 | Increasing the maximum price change per interval will provide greater responsiveness if congestion abruptly worsens. This value is interrelated with the interval length: The shorter the interval, the lower your “max price change per interval” can be. |
| Interval Length | 5 min. | 5 min. | Reducing the interval length can allow a quicker response to changing traffic conditions. |
| HOV Only Mode Occupancy | 2 | 0 | |

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### *Table 9 – Relationship between Parameters and Performance Metrics*

| Parameter Adjustment | Maintain 60+ mph in Critical Zone | Maintain Express Connector Volumes < 1500 vph | Avoid TCM Queues > 100 vehicles | Sustain Speeds in WB Mixing Zone |
|---|---|---|---|---|
| Reduce Minimum Density (vphpl) | √ | √ | | √ |
| Increase Minimum Toll | √ | √ | | √ |
| Decrease Maximum Density (vphpl) | √ | √ | | √ |
| Increase Peak Design Toll Rate | ★ | ★ | √ | ★ |
| Reduce TCM Trigger Density (vphpl) | ★ | √ | | |
| Reduce Max Queue Length (vehicles) | √ | √ | ★ | |
| Increase Max. Price Change per Interval | √ | √ | | √ |
| Reduce Interval Length | √ | √ | ★ | |

**Legend**

√ Indirect relationship between parameter and corresponding performance metric

★ Strong relationship between parameter and corresponding performance metric

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# Appendix C. Progressive Demand Management Guidance

Table 10 below provides guidance regarding the adjustment of specific parameters related to Progressive Demand Management (PDM). Each parameter identified in the table will have an impact on how PDM will operate. A qualitative description of this impact is provided in the "Comment" column.

***Table 10 – Qualitative Summary of PDM Parameter Adjustments***

| Configurable Parameter | Proposed Value | Comment |
|---|---|---|
| Maximum Density (vphpl) | 30 | When exceeded for a configurable # of intervals, this value will trigger the next stage of PDM. Therefore, all else being equal, raising this parameter will delay the implementation of subsequent stages of PDM. The tradeoff is that raising this value could also result in elevated levels of congestion in the EB critical zone. |
| Required # of Intervals | 3 | This value represents the number of intervals in which certain conditions must be observed prior to advancing to the next stage of PDM. Raising this value will tend to make the system less responsive to changes in traffic conditions and will delay the onset of various stages of PDM. A higher value will also lengthen the time required to return to normal conditions once PDM is engaged. |
| TCM Trigger Density (vphpl) | 26 | Engaging the TCM is the first level of PDM. An increase in the TCM trigger density would require higher levels of traffic to engage the TCM, thus delaying the initiation of PDM. The risk of raising this value too much is that the system would be less proactive in warding off congestion before it becomes problematic. |
| Recovery Density (vphpl) | 22 | Once PDM is engaged, the recovery process (restoring PDM to Stage 1) doesn't begin until the density in the EB critical zone has been below this level for a configurable number of intervals. Raising this value will tend to accelerate the recovery process; lowering this value will lengthen the time required to return to Stage 1. |
| Peak Design Toll Rate | $40 | An increase in the peak design toll would cause rates to escalate more quickly, assuming the max density stays the same. Its impact is magnified if maximum density is decreased. |
| Max Queue Length (ft.) | 3400 | This is one of the conditions that directly leads to advanced stages of PDM. Reducing the max queue length would cause HOV ONLY mode (as well as BUS/REGISTERED VANPOOLS ONLY mode) to engage more quickly. This would yield more aggressive demand management and would lower the likelihood that queues could become disruptive. But it would likely result in more frequent restrictions for single-occupant vehicles. |
| HOV Requirement | HOV3+ | Both the effectiveness and the restrictiveness of Stage 3 of PDM (HOV ONLY mode) depend on the HOV requirement. A requirement of HOV3+ will be more effective at managing demand and reducing queues at the TCM. But it will also be much more restrictive, eliminating the option of using the Express Connector for the vast majority of travelers. |
| Discharge Rate | Range of 360-900 vph | In general, a higher discharge rate will reduce the likelihood of extensive queuing at the TCM and will therefore decrease the likelihood (all else being equal) of advancing to subsequent stages of PDM. |

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# *EXHIBIT H*

# *EXPRESS CONNECTOR*

# *MAINTENANCE CLOSURE PLAN*

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## Table 1 - Abbreviations/Acronyms

| | |
|---|---|
| AET | All Electronic Toll |
| AVC | Automatic Vehicle Classification |
| AVI | Automatic Vehicle Identification System |
| Caltrans | California Department of Transportation |
| Caltrans D8 | Caltrans District 08 |
| Caltrans D12 | Caltrans District 12 |
| CCTV | Closed Circuit Television |
| CHP | California Highway Patrol |
| CMS | Changeable Message Sign |
| CPC | Central Processing Center |
| CRD | Central Repair Depot |
| DVAS | Digital Video Auditing System |
| EL | Express Lanes |
| ECMA | Express Connector Maintenance Agreement |
| F/ETCA | Foothill/Eastern Transportation Corridor Agency |
| FCC | Federal Communications Commission |
| GP | General Purpose |
| ICS | Image Capture System |
| IVIS | Intelligent Vehicle Identification System |
| KPI | Key Performance Indicators |

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## Table 1 - Abbreviations/Acronyms

| | |
|---|---|
| MOMS | Maintenance On-Line Management System |
| OCTA | Orange County Transportation Authority |
| PPS | Plate Processing System |
| RCTC | Riverside County Transportation Commission |
| SOP | Standard Operating Procedure |
| SR | State Route |
| SR-91 TOC | SR-91 Traffic Operations Center |
| TCM | Toll Connector Meter |
| TCS | Toll Collection System |
| TDS | Traffic Detection System |
| TMC | Toll Management Console |
| TSP | Toll System Provider |
| VCARS | Vehicle Capture and Recognition System |
| VES | Vehicle Enforcement System |
| VTMS | Variable Toll Message Sign |

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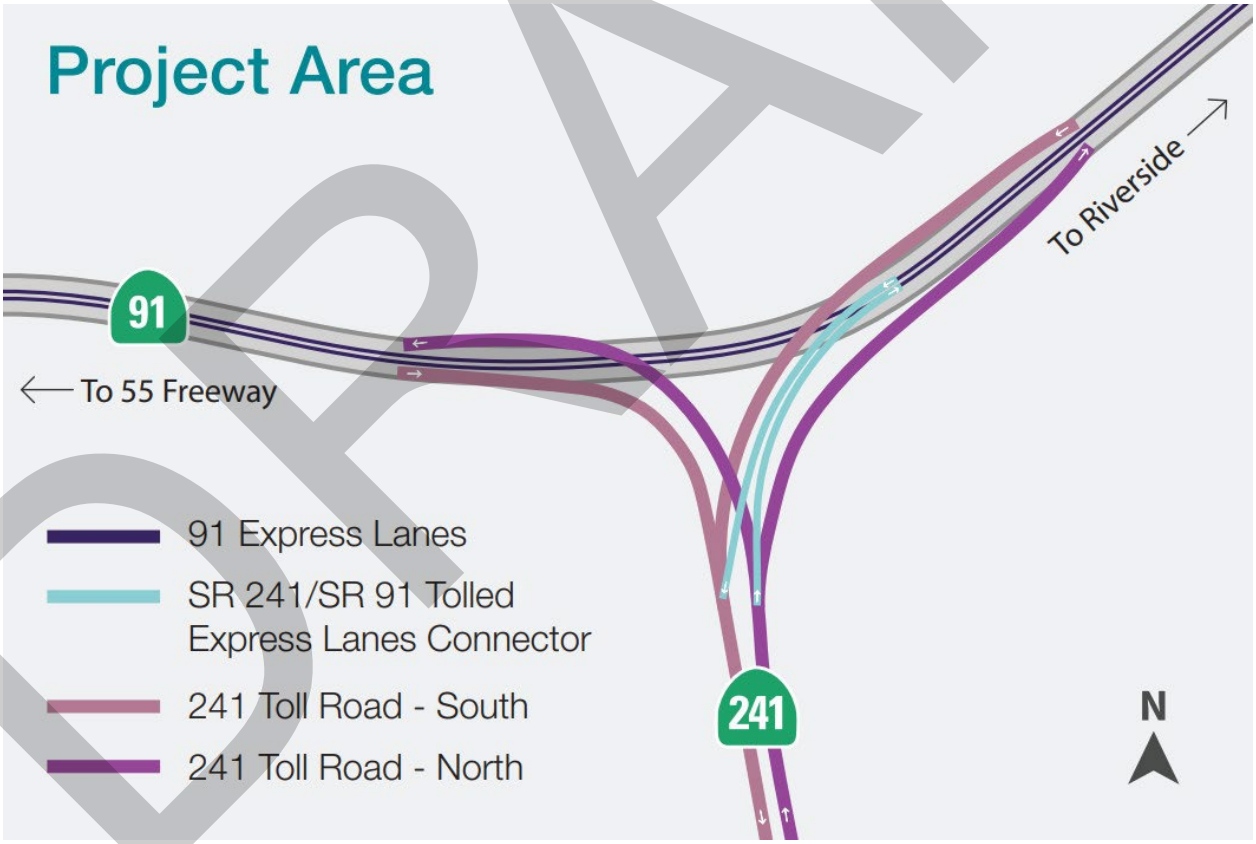
# 1 OVERVIEW

## 1.1 Express Connector Project Description

The Foothill/Eastern Transportation Corridor Agency (F/ETCA) along with Orange County Transportation Authority (OCTA), and Riverside County Transportation Commission (RCTC) collectively referred to as the Operating Partners, are working together to deliver and operate a direct Express Connector between 241 Toll Road and the 91 Express Lanes. The 241/91 Express Connector Project (Project) will provide improved connectivity between the 91 Express Lanes and the 241 Toll Road and will enhance operations. The project area is shown in Figure 1.

Ultimately, the Project will construct a median-to-median tolled connector that will bring one lane from the median of northbound 241 Toll Road to the eastbound 91 Express Lanes and the reverse movement from the westbound 91 Express Lanes to the median of southbound 241 Toll Road. The Project area is within Caltrans right-of-way and includes improvements on State Route (SR) 241, from Santiago Creek to the SR-241/SR-91 interchange, and on SR-91, from the SR-241/SR-91 interchange to the Coal Canyon Undercrossing.

**Figure 1 – Project Map**




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The 241/91 Express Connector will have four access points:

- Northbound SR-241 – Ingress to Express Connector
- Southbound SR-241 – Egress from Express Connector
- Eastbound 91 Express Lanes – Egress from Express Connector
- Westbound 91 Express Lanes – Ingress to Express Connector

A new Express Connector toll point will be installed for Express Connector traffic traveling in both the northbound and southbound directions on 241 Toll Road. Several other improvements will also be made, including:

- In the direction of the northbound-to-eastbound connector, a series of static guide signs will communicate the distance to and lane assignment for the Express Connector and the general-purpose connector entrances to SR- 91. A variable toll message sign (VTMS) placed a quarter mile from the decision point will display the toll rates associated with using the 241/91 Express Connector to the Orange-Riverside County line. The VTMS will utilize static destination messaging with a changeable toll rate panel and a 16- character bottom banner for additional information. A full-matrix changeable message sign (CMS) prior to the Windy Ridge toll plaza will also be installed and will display approved traveler information messages and serve as a backup if the toll pricing sign becomes nonfunctional.
- In the direction of the westbound-to-southbound connector, the existing OCTA messaging sign located at the county line will be available to display Express Connector pricing. This sign consists of a full matrix display CMS and will display the 241/91 Express Connector and 91 Express Lanes toll price. Static guide signs will be added in the westbound direction of the SR-91 to inform traffic of the 241/91 Express Connector movement to southbound SR-241.
- A series of traffic detectors will be installed on the 91 Express Lanes collecting live data in both the east and westbound directions. The data will be used for the dynamic pricing algorithm, the toll connector meter operations, and for monitoring performance metrics.
- The project will also implement toll connector metering of the 241/91 Express Connector for the northbound-to-eastbound movement. The CMS prior to the Windy Ridge toll plaza, and a series of five connector meter signs spaced approximately 1,000 feet apart leading up to the toll point and the Toll Connector Meter (TCM) will let drivers know when the toll connector meter is operating.
- Additionally, closed circuit television (CCTV) cameras will be installed at each access point, at the connector meter, and on new toll gantries, CMS and VTMS to ensure complete coverage of the 241/91 Express Connector facilities and throughout the length of the Express Connector.

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## 1.2 Express Connector Maintenance Plan Overview

This Maintenance Closure Plan provides an overview of the activities that will be performed to maintain the Express Connector tolling assets as described in Exhibits A and B and to ensure its continued operation in conjunction with the 91 Express Lanes. The plan includes toll collection system infrastructure and associated responsibilities, criteria for maintenance, processes, and closures associated with the activities. F/ETCA and their tolling contractor will be responsible for maintaining the Express Connector Toll Collection System (TCS). F/ETCA will partner with Caltrans to maintain the roadway infrastructure which is covered in detail in the Express Connector Maintenance Agreement (ECMA). The 91 Express Lanes facility is separately maintained by OCTA and RCTC.

## 1.3 Express Connector Maintenance Plan Updates

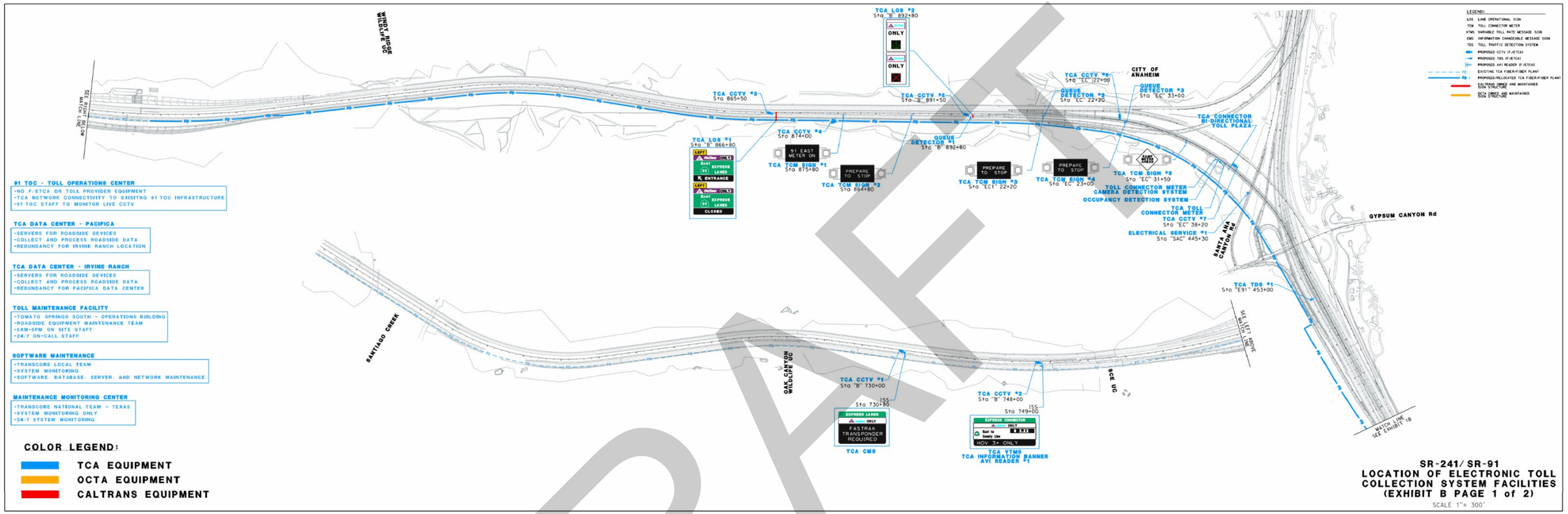
This Maintenance Plan is a living document and will be revised at appropriate milestones as necessary.

## 1.4 Express Connector Assets

Exhibit B of the Operating Agreement depicts the schematic plans for the Express Connector TCS. Exhibit B is limited to those items which are part of the electronic toll collection system and includes dynamic message signs, cameras, vehicle detectors, and the All-Electronic Toll (AET) collection system. Additionally, Exhibit B shows the Toll Connector Meter and the ancillary equipment required to operate the TCM. The design of the TCM and the toll point gantry will include rear facing signals, and HOV displays to assist CHP officers with enforcement. Figure 2 and Figure 3 are provided only as a reference for Exhibit B. Exhibit B is the official document for the equipment covered in this plan and in the Operating Agreement and will be updated at appropriate milestones as necessary. The official Exhibit B document will take precedence over the figures shown in this Maintenance Plan.

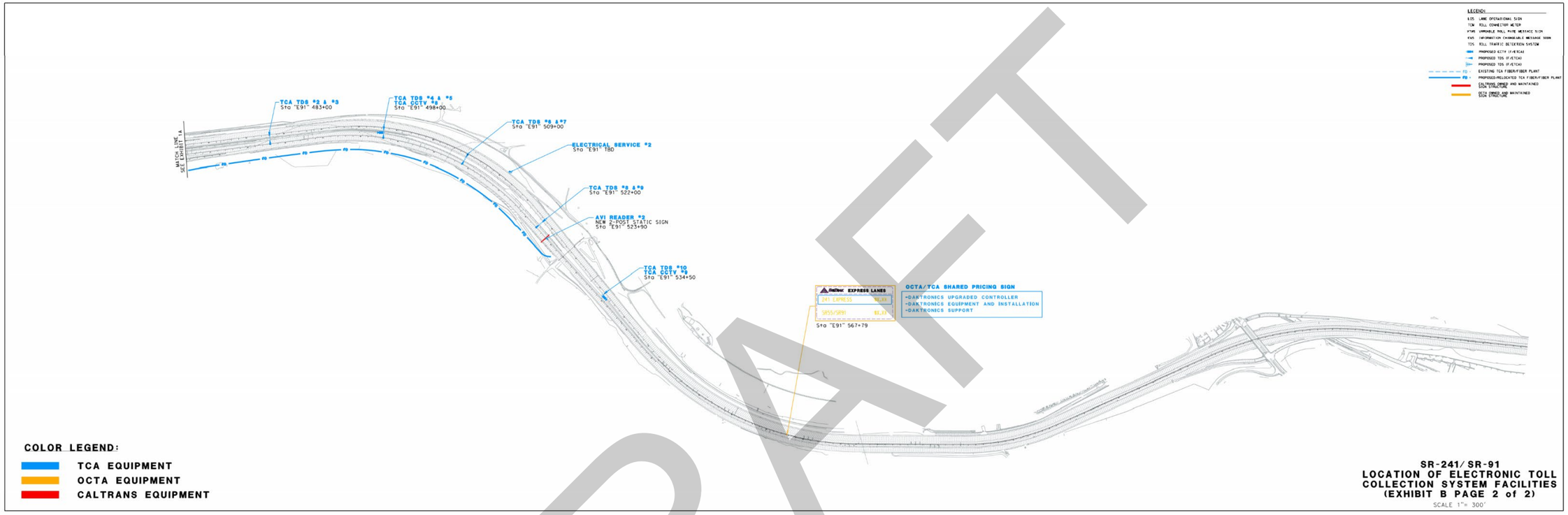
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## Figure 2 – Schematic Plan #1




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## Figure 3 – Schematic Plan #2




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## 1.5 Express Connector Maintenance Activities Summary

Maintenance activities are performed on all roadway and toll system assets under various maintenance agreements. Coordination of scheduled maintenance activities among the Operating Partners and their contractors is expected by all Parties.

Roadway Infrastructure

F/ETCA will establish an Express Connector Maintenance Agreement (ECMA) with Caltrans for the Express Connector roadway infrastructure. The ECMA will cover all highway improvements and related infrastructure constructed as part of the Express Connector (herein referred to as roadway infrastructure). F/ETCA will coordinate all maintenance activities which impact the 91 Express Lanes for review and approval with OCTA and RCTC a minimum of 7 days in advance of planned work. Approvals of emergency maintenance closures that impact the 91 Express Lanes are at the sole discretion of OCTA and RCTC.

OCTA and RCTC each have separate agreements with Caltrans associated with maintaining the 91 Express Lanes. OCTA and RCTC will provide F/ETCA 7 days' advance notification of any planned maintenance closures which impact the Express Connector. OCTA and RCTC will provide F/ETCA with notification of emergency closures but F/ETCA approval is not required.

SR-91 Traffic Operations Center (SR-91 TOC)

F/ETCA, OCTA, and RCTC will enter a future "Traffic Operations Center Services Agreement" for the work required to be done by the SR-91 TOC. The Traffic Operations Services Agreement will include the 91 Express Lanes TOC operator, TOC facility, 91 Express Lanes TOC system and infrastructure. The Agreements will cover the scope and cost to integrate the 241/91 EC into the 91 Express Lanes TOC from a system and operational standpoint as well as the ongoing management and system maintenance and improvements. Every effort will be made to identify the incremental operational costs related to the 241/91 EC, but where that cannot be done costs will be split amongst the parties.

The agreement will include routine updates/upgrades that will be required and the responsible parties which will perform the updates/upgrades. Cost for upgrades directly attributable to F/ETCA will be paid by F/ETCA. Costs that are for the benefit of all three parties will be shared amongst the parties.

Freeway Services Patrol (FSP)

F/ETCA will enter into an agreement with OCTA to leverage OCTA's existing FSP services agreement such that the same provider of FSP services for the 91 Express Lanes will also provide services for the 241/91 EC.

Toll Collection System

F/ETCA will operate and maintain the Toll Collection Systems (TCS) for the Express Connector to ensure system functionality works as intended. Operations and maintenance of the Express Connector TCS is performed by F/ETCA's Toll Systems Provider (TSP) under a toll services

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contract with F/ETCA. See Section 4 of this document for detailed information.

OCTA and RCTC each have similar toll services contracts with their own TSPs to maintain the 91 Express Lanes toll collection systems.

## 1.6 Express Connector Maintenance Responsibilities

Exhibit A of the Operating Agreement lists the TCS equipment and the responsibility matrix for the various maintenance activities associated with the Express Connector.

Agencies involved in maintenance activities include the following:

- Foothill/Eastern Transportation Corridor Agency (F/ETCA)
- Orange County Transportation Authority (OCTA)
- Riverside County Transportation Commission (RCTC)

F/ETCA will be responsible for establishing a separate Express Connector Maintenance Agreement (ECMA) with Caltrans for roadway related maintenance on the Express Connector, which is beyond the scope of this document.

The 91 Express Lanes maintenance is included under separate agreements among OCTA, RCTC, and Caltrans. The 91 Express Lanes, OCTA, and RCTC are referenced in this document only to the extent that:

- Express Connector assets are located within the 91 Express Lanes and maintenance of such assets requires coordination between F/ETCA, OCTA, and RCTC
- Maintenance of 91 Express Lanes assets may restrict access to the Express Connector and require coordination between F/ETCA, OCTA, and RCTC.

## 1.7 Express Connector Maintenance Organization

This section describes F/ETCA's maintenance organization and contractual arrangements to administer, verify, and perform maintenance on the Express Connector. F/ETCA's maintenance organization includes:

- **Chief Toll Operations Officer:** Overall responsible for F/ETCA's tolling operations, maintenance, implementation, and forecasting for the tolling operations. Responsibilities also include management of capital projects related to toll operations.
- **Director of Tolling & Customer Information Systems:** Maintenance responsibilities include:
    - Preparation and monitoring of toll collection system maintenance budget.
    - Overseeing operation and maintenance of F/ETCA's toll collection system assets.
    - Evaluating roadway toll collection equipment performance and determining lifecycle maintenance cycles.
    - Verifying contractor performance of preventive, predictive, and corrective

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maintenance.

- Performing inspections and testing of F/ETCA toll collection system assets.

- **Chief Capital Programs Officer:** Overall responsible for the F/ETCA's Engineering, Environmental, and Facilities departments supporting the implementation and maintenance of F/ETCA's Express Connector roadway infrastructure assets within tolling areas. Responsibilities also include management of F/ETCA's Capital Improvement Plan (CIP) related to roadway infrastructure and coordinating roadway infrastructure maintenance with Caltrans according to its ECMA.
- **F/ETCA Support Departments**
  - Finance
  - Legal
  - Contracts
  - External Affairs
  - Other participants in the F/ETCA maintenance program include Caltrans, CHP, and TSP Maintenance Manager.

Table 2 identifies the F/ETCA maintenance program members.

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### Table 2: F/ETCA Express Connector Maintenance Program Members

| Role | Name | Contact Info |
|---|---|---|
| Chief Toll Operations Officer | Vincent Valdez | vvaldez@thetollroads.com 949-754-3456 |
| Director of Tolling & Customer Information Systems | Myung Park | mpark@thetollroads.com 949-754-3471 |
| Chief Capital Programs Officer | Stephanie Blanco | sblanco@thetollroads.com 949-754-3454 |

Express Connector maintenance must be coordinated with the operations and maintenance of the connecting facilities, including the 241 Toll Road and the 91 Express Lanes. Table 3 identifies the members who must participate in the planning and execution of maintenance activities that have the potential to impact connecting facilities.

### Table 3: Express Connector Maintenance Program Teams

| Team | Team Members |
|---|---|
| Maintenance Management Team | F/ETCA Chief Toll Operations Officer<br>F/ETCA Chief Capital Programs Officer<br>RCTC Director of Toll Operations<br>OCTA Express Lanes General Manager |
| Toll Collection System Maintenance Team | F/ETCA Chief Toll Operations Officer<br>F/ETCA Director of Tolling & Customer Information Systems<br>F/ETCA TSP Maintenance Manager<br>RCTC Director of Toll Operations<br>OCTA Express Lanes General Manager |

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# 2 EXPRESS CONNECTOR MAINTENANCE CONTROLS

To ensure that the procedures detailed in this Plan are implemented, F/ETCA has outlined the following controls to be used for Express Connector maintenance.

## 2.1 Express Connector Maintenance Performance Standards

TCS performance standards are outlined in the toll services contracts held by F/ETCA for the Express Connector. F/ETCA's TSP is responsible for performing preventative maintenance that supports the achievement of various system performance standards (Key Performance Indicators, KPI's). Should a toll collection system fail to achieve its KPI's, the TSP will take action to remedy the cause. Refer to Section 4 for additional details related to toll collection system maintenance.

The roadway infrastructure Maintenance Services will be performed to Caltrans Maintenance Standards which are defined in the ECMA as the applicable published Caltrans maintenance schedules and standards, the Maintenance Manual, or any applicable Caltrans guidance of statewide application which is in effect at that time, to the same extent and manner that Caltrans is applying the same manual or guidance to the maintenance of comparable State Highways.

Each year, F/ETCA will develop and approve the annual Work Plan and Budget for the Express Connector, as well as the 10-Year Work Plan and Budget to define preventive, predictive, and corrective roadway infrastructure maintenance. The Maintenance Services also include unplanned and urgent maintenance requirements. Refer to Section 3 for additional details related to roadway infrastructure maintenance.

## 2.2 Express Connector Maintenance Contracting and Purchasing

### *2.2.1 Express Connector Maintenance Contracts Summary*

F/ETCA will enter into several contracts with various entities to perform maintenance of the Express Connector assets. Table 4 provides a summary of the maintenance agreements. As needed, F/ETCA may enter into additional maintenance contracts for the Express Connector, following the F/ETCA procurement guidelines.

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## Table 4: Express Connector Maintenance Agreements Summary

| Agreement | Description | Expiration Date |
|---|---|---|
| Toll Collection System Agreement | Agreement between F/ETCA and TransCore to provide and maintain a roadway toll collection system on SR-241 Toll Road and Express Connector.<br>TransCore is required to provide "turnkey" maintenance of all tolling systems as required to achieve Key Performance Indicators.<br>Initial O&M Term is XXX years (beginning with Revenue Service Commencement) O&M Options are available to extend the O&M Term up to XXX additional years. | TBD |
| Back Office System Agreement | Agreement between F/ETCA and BRiC to provide and maintain a back office system and customer service center for the 241 Toll Road and Express Connector<br>BRiC is required to provide "turnkey" maintenance of all tolling systems as required to achieve Key Performance Indicators.<br>Initial O&M Term is XXX years (beginning with Revenue Service Commencement) O&M Options are available to extend the O&M Term up to XXX additional years. | TBD |
| Express Connector Maintenance Agreement | Agreement between F/ETCA and Caltrans amended annually to establish maintenance work plan and budget for Express Connector roadway infrastructure.<br>The annual Work Plan and Budget will be developed prior to the beginning of each fiscal year operating period.<br>Scheduled maintenance will be performed as directed by F/ETCA during low volume traffic periods as defined in the annually adopted Work Plan.<br>Urgent maintenance will be performed in accordance with performance standards. | Term of F/ETCA-Caltrans Toll Facility Agreement |
| SR-91 Traffic Operations Center Services Agreement | Agreement between F/ETCA, OCTA and RCTC for the use of 91 Express Lanes TOC services.<br>Includes 91 Express Lanes TOC labor and materials and incident monitoring.<br>Includes the communications and ATMS system<br>Includes the 91 Express Lanes TOC facility. | TBD |
| Freeway Services Patrol (FSP) | Agreement between F/ETCA and OCTA for the provision of FSP services. F/ETCA will leverage OCTA's existing services agreement with its provider. | TBD |

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### *2.2.2 Express Connector Material Purchasing*

For roadway infrastructure, the F/ETCA contractor will provide labor, materials, equipment, and all other resources required to perform the Maintenance Services in accordance with the annual Work Plan and Budget. Should the work require the procurement and availability of any materials not ordinarily in possession, F/ETCA will develop a plan to procure said inventory so that it is available for deployment or use as needed.

For TCS equipment, TransCore is required to provide turnkey maintenance and replace parts as necessary. TransCore is responsible for purchasing new parts as needed to maintain the TCS KPI Compliance.

Material purchasing responsibilities are summarized in Table 5.

**Table 5: Express Connector Material Purchasing**

| Item | Purchaser | Approval |
|---|---|---|
| Any minor roadway maintenance materials not ordinarily in possession or provided by F/ETCA. | F/ETCA Contractor | F/ETCA approves prior to purchase, per ECMA. |
| All TCS equipment and spare parts (241 Toll Road and Express Connector) | TransCore | TransCore is responsible for turnkey maintenance and will have some spare parts on hand. Additional items will be purchased as necessary. |

All materials purchased by F/ETCA will be accounted for in accordance with F/ETCA's current accounting instructions, as specified in vendor contracts, and/or as outlined in the F/ETCA procurement guidelines.

## 2.3 Express Connector Maintenance Funding

All costs for Express Connector maintenance will be funded by the toll revenue generated at the Express Connector toll point.

### *2.3.1 Damage to Assets*

Insurance

F/ETCA has insurance coverage on a variety of Express Connector assets. Claim processes and filing will depend on the asset and whether it is maintenance or operations related.

Damage to F/ETCA Property

In the event there is third-party damage to F/ETCA property, F/ETCA will immediately initiate

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repairs if it poses a security or safety issue or impacts operations. F/ETCA staff will contact the Procurement Manager to process a claim with the insurance provider.

## 2.4 Express Connector Permits and Licenses

F/ETCA is authorized to operate and maintain the Express Connector under various permits and licenses. Table 6 provides a summary of current permits and licenses.

**Table 6: Express Connector Permits and Licenses**

| Permit/License | Description | Expiration Date |
|---|---|---|
| FCC License | Existing F/ETCA License FRN: 0009739020<br>Call Sign: WQFX552 | 10/30/2026<br>Renewed by F/ETCA Chief Operations Officer as needed |
| Caltrans Encroachment Permit | 1298-NMC-0633<br>Operate, maintain and manage the daily operation of the toll facilities located along the North Leg (SR 241) and East Leg (SR 133) of the Eastern Transportation Corridor with access from the I-5/SR133 (Laguna Canyon Road) interchange, SR241 at Portola Pkwy, and R91/SR241 connectors (in the vicinity of Gypsum Canyon Road), all in accordance with current Caltrans Standard Specifications and Standard Plans, Section 600 (Utilities) of the Caltrans Encroachment Permit Manual, the attached Provisions and Permit Plans dated September 2, 1998. | 01/01/2040<br>Renewed by F/ETCA Chief Capital Programs Officer as needed |

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## 2.5 Express Connector Maintenance Quality Assurance/Verification

F/ETCA performs quality assurance and verification tasks to ensure its maintenance contractors comply with the terms of their contract. Some examples include:

- F/ETCA reviews TSP performance statistics reported in monthly maintenance reports.
- F/ETCA performs site visits to evaluate roadway conditions and verify roadway maintenance activities have been performed.
- F/ETCA inspects spare parts inventories.

More details on the quality assurance and verification processes for roadway and infrastructure and toll systems can be found in Sections 3.2 and 4.3, respectively.

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# 3 Express Connector Roadway Infrastructure

This section briefly describes F/ETCA's maintenance program as it relates to the Express Connector roadway infrastructure. Maintenance activities include inspections and testing, routine maintenance, urgent maintenance, lifecycle maintenance, and monitoring and reporting.

F/ETCA will enter into a separate agreement for the roadway infrastructure in the Express Connector Maintenance Agreement (ECMA), which will outline in detail all of the maintenance activities above. This section is a only a preview of the ECMA for the purposes of the operating agreement.

## 3.1 Maintenance Activities

Roadway infrastructure maintenance includes both routine and lifecycle maintenance activities such as litter/debris removal and sweeping, pavement and barrier repairs, pavement marking, and delineator/channelizer replacement, and signage replacements. Maintenance activities will be coordinated with OCTA and RCTC for review and approval a minimum of 7 days in advance of the scheduled work in order to minimize impacts to users of each facility.

### *3.1.1 Scheduled Maintenance*

Labor, materials, equipment, and all other resources required to perform the Maintenance Services shall be per Caltrans Maintenance Manual Standards, except to the extent that the ECMA or the annual work plan provide higher standards.

The annual work plan will be provided to RCTC and OCTA for review and approval before finalizing. This plan will be updated yearly and will be provided for RCTC and OCTA for review each year.

All Maintenance Services will be performed in accordance with the annual Work Plan, the Maintenance Manual Standards, and in a good, workmanlike and commercially reasonable manner.

Maintenance and repair of the Express Connector will be equivalent to the maintenance and repair of single-lane connectors on State Route (SR) 91, SR-55, Interstate 5, and Interstate 405.

Work will be performed per scheduled maintenance as directed by F/ETCA during low volume periods of traffic to minimize disruption to traffic and loss of revenue.

Maintenance affecting the 91 Express Lanes will be scheduled/performed in coordination with the 91 Express Lanes scheduled closures (approximately every 3 weekends) unless emergency notice is given for a repair. Having this set scheduled will allow all agencies to prepare and plan for the maintenance effort, which will include lane closures, alerting/notifying the driving public, and scheduling of maintenance staff. If the scheduled routine maintenance must be rescheduled, then all agencies will strive to coordinate and agree to the new date. F/ETCA must coordinate with OCTA and RCTC to schedule a new date agreed by all parties. If approved, F/ETCA and OCTA can perform maintenance on a date which does not align with RCTC maintenance closures.

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### *3.1.2 Urgent Maintenance*

Urgent Maintenance tasks will be performed as quickly as reasonably possible to minimize safety hazards to the motoring public, risk to property, and adverse impacts on toll collection and operations for the Express Connector. Urgent maintenance tasks are described in the annual Work Plan but may include items such as chemical spills, non-traversable pavement, debris in travel lane, and any other maintenance that disrupts the flow of traffic, or that poses a safety risk.

Emergency notice to OCTA and RCTC is required for urgent maintenance affecting the 91 Express Lanes. Communications and notifications protocols are being developed and will be covered in the Traffic Operations Center Services Agreement, in the Incident Management Plan, and their corresponding Standard Operating Procedures (SOP's)

### *3.1.3 Express Connector Inspections*

As part of F/ETCA's Express Connector Maintenance Agreement (ECMA), documentation will be maintained as required by the Maintenance Manual or as reasonably requested by F/ETCA.

If at any time, F/ETCA determines the level, quality or response time of Maintenance Services does not meet its reasonable expectations, F/ETCA will request a meeting to explore avenues to address the deficiencies. F/ETCA will have the right, but not the obligation, to arrange for any item of Maintenance Services to be provided by F/ETCA personnel, or by third parties contracting directly with F/ETCA.

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# 4 TOLL COLLECTION SYSTEM

This section describes F/ETCA's maintenance program as it relates to its toll collection systems. Maintenance activities include preventative maintenance, corrective maintenance, lifecycle maintenance, and monitoring and reporting.

## 4.1 Systems and Equipment

F/ETCA is responsible for maintaining the tolling system to ensure safe and efficient operating conditions 24 hours a day, 7 days a week. F/ETCA provides the following Toll System Maintenance Services:

- Field maintenance
- System (hardware/software) maintenance
- Network/communication maintenance

### *4.1.1 TCS Systems*

Components of the Toll Collection System (TCS) include the following:

- **Roadside Controllers** – servers located in roadside cabinets and buildings which interface directly with roadside sensors to correlate data together into a transaction.
- **AVI** (Automatic Vehicle Identification) System – gantry-mounted radio frequency (RF) readers and antennas which capture transponder data from Title 21 and 6C transponders mounted inside customer vehicles.
- **AVDC** (Automatic Vehicle Detection and Classification) – gantry- and pavement-mounted sensors which detect the presence of a vehicle and quantity of axles for each vehicle.
- **Image Capture System (ICS)** – gantry- and pole-mounted cameras which capture license plate images of vehicles traveling through toll zones.
- **DVAS** (Digital Video Auditing System) – an independent system of cameras and servers that captures live action video based on motion and still images triggered by software events. DVAS links the images to the associated transactions to support transaction audit and review.
- **Automatic License Plate Recognition** (ALPR) – software system which extracts license plate values from captured image and uses additional logic to identify the correct plate values from multiple images.
- **ODS** (Occupancy detection system) – hardware and software which detects the number of passengers inside the vehicle.
- **Host System** – a combination of servers, networking equipment, and software which performs final processing on transactions from the roadside controllers, provides maintenance management functionality for the system, and interfaces with the back office system for transmission.

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- **Uninterruptible Power Supply (UPS) –** the backup power that keeps the system running during brief utility power loss situations before switching over to generator.
- **Maintenance On-Line Management System (MOMS)** – an integrated maintenance and inventory control system which provides menus, screens, reports, and charts that allow authorized personnel to track equipment problems from the time of failure until they are resolved.
- **Toll Connector Meter –** express lanes metering system that, when necessary, will become active and decrease the flow rate of cars to the connector. Equipment includes the following:
    - Blank Out Signs – indicates the status of metering (e.g., meter on).
    - Lane operational signs – indicates the status of the lane (e.g., open or closed).
    - Signal equipment – metering signal.
    - Automatic enforcement camera – captures vehicles disobeying the TCM, (e.g., red light running).
    - Changeable Message Signs (CMS) - Described in detail below. The CMS will be used to inform drivers prior to the decision point that the TCM has been engaged.
- **Changeable Message Signs (CMS) –** CMS provides roadway information to the northbound-to-eastbound direction. The panel message is controlled by the Tolling Site Controllers. Each panel is capable of displaying CA MUTCD-compliant alphanumeric characters, graphical images, and shapes, and is compliant with both American Association of State Highway and Transportation Officials (AASHTO) requirements and NTCP 1203v1. The CMS system allows F/ETCA staff to provide coordinated messaging between the SR-241 and the 91 Express Lanes and with other nearby CMS systems. The message sign that alerts drivers to express lanes requirements (i.e., Fastrak Transponder required)
- **Variable Toll Message Signs (VTMS)** – VTMS provides Express Connector pricing for the northbound-to-eastbound direction. The sign contains price displays with a single- line changeable text display and a 16-character bottom banner for information display. The sign display is controlled by the Tolling Site Controllers. Each variable message panel allows for the required number of 18-inch alphanumeric characters. The variable toll message sign indicates the current toll fee with the corresponding location.
- **OCTA Changeable Message Signs (CMS) –** CMS provides Express Connector pricing for the westbound-to-southbound direction in addition to the Express Lane pricing for the westbound direction. The panel message is controlled by the Tolling Site Controllers. Each panel is capable of displaying CA MUTCD-compliant alphanumeric characters, graphical images, and shapes, and is compliant with both American Association of State Highway and Transportation Officials (AASHTO) requirements and NTCP 1203v1. The CMS system allows SR-91 TOC staff to provide coordinated messaging between the SR-241 and the 91 Express Lanes and with other nearby CMS systems. The variable toll message sign indicates the current toll fee with the corresponding location. Repair to this sign requires access to the RCTC 91 Express Lanes and thus requires coordination with OCTA and RCTC approval to access the OCTA CMS sign. RCTC shall make every effort to grant access, but F/ETCA agrees that access during peak hours or during a time which conflicts

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with RCTC projects may not be possible.

- **Sign verification CCTV's** – an independent digital video recording system used to monitor signages. Sign verification CCTV cameras are situated so that the VTMS and CMS displays can be viewed.
- **Incident management CCTV's –** an independent digital video recording system through the current capabilities of the SR-91 TOC ATMS used to monitor traffic along the corridor. Video analytics may be utilized to analyze the CCTV video stream and are used for real-time incident monitoring, including stopped vehicles, objects in the Lane, pedestrians, wrong- way vehicles, slowed traffic, congestion, and deteriorated views.
- **Traffic Detection System (TDS) -** sensors installed along the roadway to provide real-time traffic data measurement and reporting, including volume, speed, vehicle direction, vehicle length, and lane assignment. Data collected by the TDS is used to report on monitored traffic conditions and for the Dynamic Pricing system**.**

### *4.1.2 Maintenance Equipment and Support Locations*

The systems main operations facility is in F/ETCA headquarters at the 125 Pacifica, Irvine, CA building. This facility is centrally located for F/ETCA toll roads and is 25 minutes from the Express Connector and supported by two other nearby facilities in Irvine Ranch and Tomato Springs South. Together, these locations allow for technicians to service the road while meeting response and repair time obligations.

The Tomato Springs South maintenance facility provides a range of support services to ensure that maintenance support is provided in a timely and cost-efficient manner. The CRD is responsible for providing the following services:

- Technical support
- Equipment repair
- Spare parts supply
- Diagnosis and repair of maintenance equipment
- Shipping and Receiving
- Other maintenance related tasks as assigned by F/ETCA

F/ETCA's toll service provider operates the following vehicles for maintenance:

- Bucket Van – Used to access equipment mounted out of normal reach, such as gantry mounted components and surveillance cameras.
- Pool Van – Used to transport equipment too large for the staff assigned vehicles, for the network team to use when working in the field and when an assigned vehicle is out of service for maintenance.

All maintenance impacting the 91 Express Lanes shall be performed in off-peak hours and with OCTA and RCTC approval. OCTA and RCTC will make every effort to accommodate F/ETCA needs, but the 91 Express Lanes operations take priority over all maintenance.

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## 4.2 TCS Maintenance

F/ETCA's TSP is responsible for preventive, corrective, and predictive maintenance of toll system hardware, software, and the communications network. F/ETCA staff and/or subcontractors are responsible for maintaining the fiber infrastructure which supports the toll system.

F/ETCA's TSP will provide a full-time field maintenance team as part of an existing F/ETCA maintenance program for overseeing existing F/ETCA facilities. The field service team will have normal office hours and will be available 24/7 upon receiving alerts generated by the system.

F/ETCA's TSP will also provide a network/communications maintenance team that is responsible for the management and administration of the AET system communications network. The network/communications maintenance team will have normal office hours.

Additionally, 24/7 system monitoring is provided by a national team located in Texas.

### *4.2.1 TCS Preventative Maintenance*

F/ETCA's TSP will perform preventive maintenance on the RTCS and network/communications systems in accordance with its maintenance plan to support continuous operations and high system availability. At planned intervals, the TSP will perform preventative tasks on RTCS systems such as cleaning, alignment, tuning, and proactive replacement of components. For the network/communications system, the TSP will perform system administration activities, including regular system checks, monitoring of security posture, and management and configuration of RTCS-related networking hardware.

### *4.2.2 TCS Corrective Maintenance*

An on-call schedule is established by the TSP to provide emergency and corrective maintenance coverage after the standard business hours, seven days a week. The on-call schedule is established monthly. At least one technician is on call after hours, on weekends, and on holidays.

F/ETCA's TSP will perform all necessary corrective maintenance actions to return the tolling system to full functionality and performance within the allotted response and repair time. The RTCS automatically monitors the equipment and generates alerts when failures occur. Alerts are sent in real-time to the MOMS, which notifies maintenance staff and generates a work order, if configured to do so for a particular alert.

MOMS will be configured to send alerts to the on duty or on call technicians. If an alert is not responded to in a configurable amount of time, MOMS will send the alert to other staff based on a configured escalation path. The configuration screen used to establish and review the escalation path is in the MOMS section of the TMC application.

Priority Levels

Corrective maintenance issues are categorized into priority levels according to the severity and nature of the issue. Table 7 provides descriptions and response times based on each priority level.

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**Table 7: RTCS Maintenance Priority Levels**

| Priority Level | Description | Acknowledgment and Repair Times |
|---|---|---|
| 1 | Any malfunction or fault that will result in the immediate loss of revenue and/or hazard to personnel | Acknowledge: 1 hour<br>Repair: 4 hours |
| 2 | Any malfunction or fault that will not result in immediate loss of revenue but will/may impact operational performance of the system. | Acknowledge: 2 hours<br>Repair: 48 hours |
| 3 | Any action or event that results in a malfunction or impacts the system performance and is not a priority 1 or 2 event. | Acknowledge: 24 hours Repair:7 days |

Escalation Paths

Issues will follow an escalation path based on both severity and timeliness of response and repair. The F/ETCA TSP will notify F/ETCA of any issues within the respective acknowledgment time window for the issue's priority level. Unless modification of the escalation path is required due to staffing levels at the time the issue occurs, escalation paths will follow the following steps:

1. TSP Maintenance Technician
2. TSP Maintenance Supervisor
3. TSP Maintenance Manager
4. TSP Director of Maintenance
5. F/ETCA Director of Tolling and Customer Information Systems

F/ETCA's TSP is responsible for identifying escalation windows within their own team which will enable repairs to be completed successfully within the repair time windows. Escalation will occur any time an issue is not acknowledged in the excepted time or when a notified person deems it necessary to bring in additional support. Upon identifying that any repair will exceed its respective priority's repair window, the TSP will immediately notify F/ETCA's Director of Tolling and Customer Information Systems. At the discretion of F/ETCA's Director of Tolling and Customer Information Systems, additional escalation within the TSP's organization may occur to ensure issue resolution.

### *4.2.3 RTCS Lifecycle Maintenance*

F/ETCA's TCS vendor is responsible for turnkey maintenance and for evaluating the equipment performance regularly, and especially towards the end of the typical lifecycles as shown in Table 8. At F/ETCA's and TSP discretion, if it is determined that the equipment has reached its end of life, the TSP is responsible for the lifecycle replacement of TCS equipment during the O&M Term.

Table 8 summarizes the typical TCS lifecycle replacement, but actual lifecycles will be determined



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through an evaluation by the TSP. Table 8 also identifies the amount of lead time suggested to plan, procure, and implement the TCS lifecycle replacements (if individually procured). For major technology replacement projects, its assumed procurement duration will be 18 months followed by a 24-month implementation.

**Table 8: TCS Typical Lifecycle Maintenance**

| Maintenance Task | Description | Frequency | Lead Time |
|---|---|---|---|
| TCS System | Procurement of a new TCS | ~15 Years | 3.5 Years |
| VTMS | Replace 100% of VTMS | ~12 Years | 2.5 Years |
| CMS | Replace 100% of EL CMS | ~12 Years | 2.5 Years |
| TCS CCTV | Replace 100% of CCTV cameras | ~12 Years | 2.5 Years |
| TDS | Replace 100% of TDS devices | ~12 Years | 2.5 Years |

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## 4.3 Configuration Management

F/ETCA's TSP is responsible for notifying F/ETCA of any system changes and performing change management. The TSP will notify F/ETCA when they have identified a need for a potential change to the TCS software or equipment. Following the review of the issue, F/ETCA will provide approval for the TSP to further investigate the issue and develop a proposed solution. Prior to implementing the change, the TSP will submit a Configuration Change Request Form that describes the proposed change in detail including a schedule, potential impacts, pre-deployment test plan, rollback procedures, deployment plan, and system monitoring plan. F/ETCA will review and approve the Configuration Change Request Form before the TSP implements the change on the production systems. The TSP is responsible for requesting F/ETCA approval for any lane closures required to support the implementation and testing of the change.

## 4.4 Maintenance Monitoring, Quality Assurance, and Verification

F/ETCA's TSP is responsible for daily routine monitoring of the TCS performance and determining when maintenance tasks need to be performed. F/ETCA performs routine audits of the TSPs maintenance program, including audits of spare parts inventory and preventative maintenance procedures.

F/ETCA reviews the TSP's monthly maintenance reports and annual renewal test reports. These reports summarize the TCS performance and identify any Key Performance Indicators (KPIs) that were not achieved. F/ETCA will review the supporting documentation, review correction maintenance logs, approve or comment on the KPI results, and assess Liquidated/Stipulated Damages as appropriate under the toll system provider's contract.

F/ETCA regularly monitors system performance and logs any detected events that impact TCS KPIs. For all events that result in an impact to the KPIs or ability to collect toll revenue, F/ETCA will log the following information related to the event:

- Date and description of the incident
- KPIs that have been impacted.
- O&M Priority Level
- Response and repair times
- ROMS ticket details
- Estimate of liquidated damages for the event (if applicable)
- Estimate stipulated damages for events that result in an impact to collecting toll revenue.

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## 4.5 Maintenance Responsibility and Communication Between Agencies

### *4.5.1 TCS Responsibility*

F/ETCA and its TSP are responsible for all aspects of monitoring and maintenance of the Express Connector TCS. For those elements of the TCS located closer to or interfacing directly with the 91 Express Lanes traffic, there are special considerations for maintenance responsibility and communication. These considerations are outlined in detail in Exhibit B of the operating agreement, but can be summarized in general for TCS elements as follows:

- The SR-91 TOC will have the most immediate indications of failed video feeds for any of the CCTV cameras which provide coverage of the Express Connector. As such, system monitoring activities of cameras by OCTA, RCTC, and F/ETCA can be supplemented by notification of failures to the respective agency.
- The OCTA CMS which has been modified to provide Express Connector pricing will interface with both OCTA's and F/ETCA's toll systems. If either agency detects an issue with the sign that may have an impact on the other agency's messaging to the public, the detecting agency should notify the Parties. The communication infrastructure for the sign is independent for each system, meaning each agency is responsible for their own fiber and network hardware up to the point of the sign controller.
- Issues related to pricing/message displays on Express Connector signs or the operation of the Toll Connector Meter should be communicated to both OCTA and RCTC as soon as the issue has been identified.
- Any time maintenance or lane closures are being performed that might impact traffic flow on 91 Express Lanes, F/ETCA will request approval by OCTA and RCTC.
- Any time maintenance or lane closures are being performed that might impact traffic flow into or out of the Express Connector, F/ETCA must be notified as soon as possible.

### *4.5.2 Back Office Coordination*

Both F/ETCA's TCS provider and its back office system (BOS) provider are responsible for monitoring for issues with the interface between the two systems. When an issue with the interface is identified by either party, the identifying party will notify both F/ETCA and the other party of the issue. Depending on the nature of the issue, it may not be immediately obvious which vendor needs to perform corrective action to resolve the issue. For those situations where it is not obvious, both vendors should begin troubleshooting and coordinating with each other to identify the root cause.

## 4.6 Warranty

F/ETCA's TSP is responsible for administrating a warranty program for all RTCS hardware and third-party software. The TSP will maintain warranty records and will review software discrepancies and available patch reports from third parties to determine when RTCS software requires upgrading. RTCS warranties are tracked in the MOMS and an automated message is generated when the warranties approach the expiration date.

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# 5 TOLLED FACILITY CLOSURES FOR MAINTENANCE

## 5.1 Closure Diagrams

Maintenance of the Express Connector and adjacent portions of the 91 Express Lanes will require coordination of lane and/or facility closures between F/ETCA, OCTA, and RCTC to minimize impacts to each agency's operations and to the traveling public. Figures 4 through 10 represent the physical lane closure plans anticipated for the maintenance of toll assets supporting the Express Connector. These figures are diagrammatic and only show the tolled lanes to clearly represent the lane closure scenarios.

Lane closures due to maintenance activities will be communicated to travelers using CMS and VTMS which are dynamically controlled by the SR-91 TOC. The messages displayed on these signs will be developed in coordination with Caltrans, OCTA, and RCTC prior to Express Connector opening to traffic.

### *5.1.1 Normal Operating Conditions*

Figure 4 shows normal operating conditions when all toll lanes are open. This is a baseline figure corresponding to this section which shows that no agencies are affected. Refer to section 5.1 for the description of revenue reimbursement to the affected agency. There are no affected agencies during normal operations.

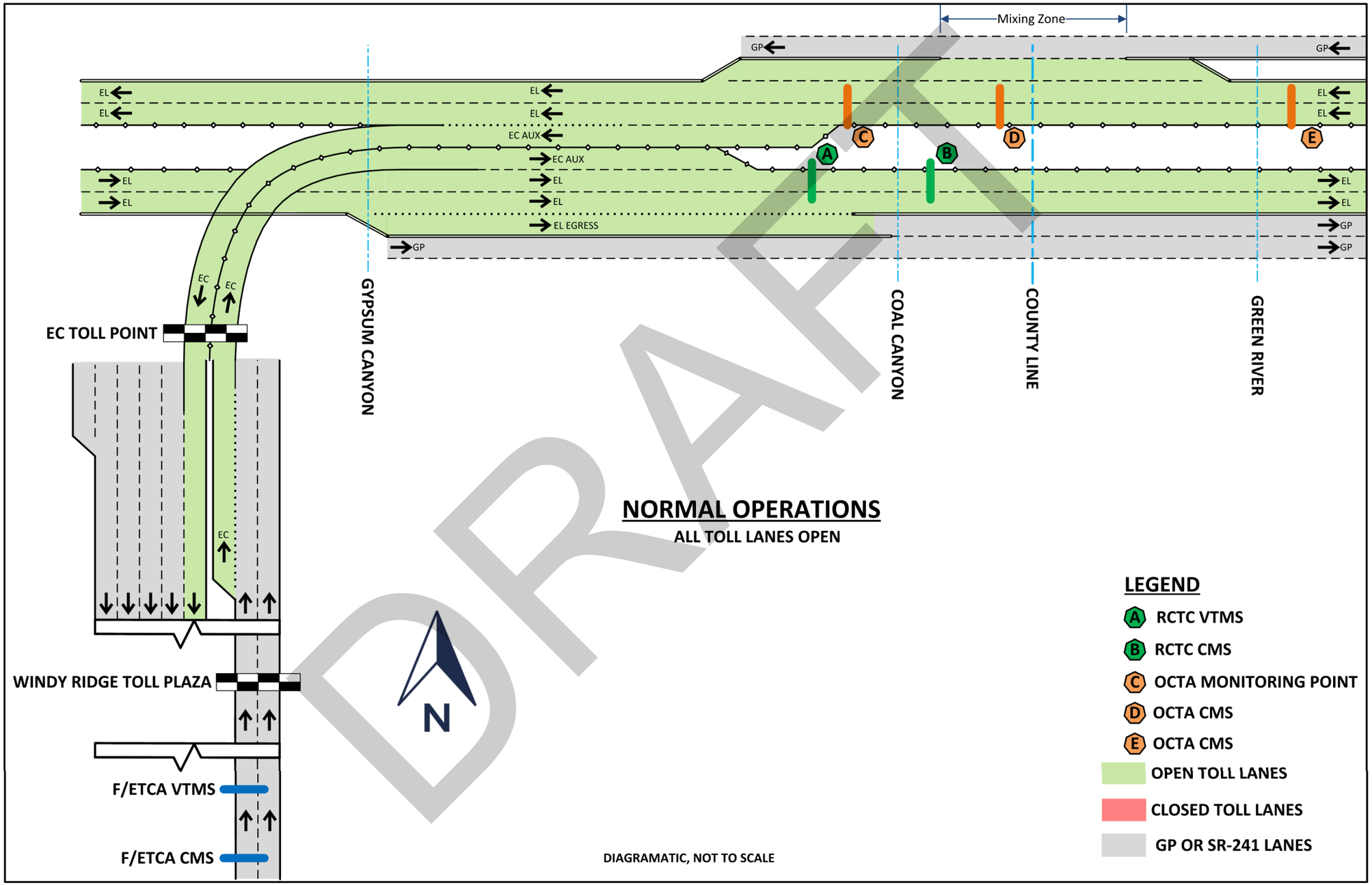
| **Affected Agency** | **Affected Roadway** |
|---|---|
| None | None |

Example CMS signing for Normal Operating Conditions

During normal operations, no special maintenance signing will be required for posting on the CMS. All CMS signs will display price and information for normal operations such as "Transponder Required" or Toll Connector Meter On". Refer to Exhibit B and D for normal operation signing.

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**Figure 4: Normal Operations**




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### *5.1.2 Maintenance on NB SR-241 Express Connector*

Figure 5 shows the maintenance area in the NB direction of F/ETCA SR-241 prior to and within the Express Connector. Assets that require maintenance in this area include roadway infrastructure, toll collection systems associated with the toll connector meter, and the Express Connector toll gantry. This closure is anticipated only when minor maintenance is needed in the aux lane without impact to the express lanes. Users will be notified of the Express Connector closure via the F/ETCA CMS located upstream of the decision point. Physical closure of the NB Express Connector will begin at the opening of the dedicated lane roughly 3,000 feet upstream of the Express Connector toll gantry.

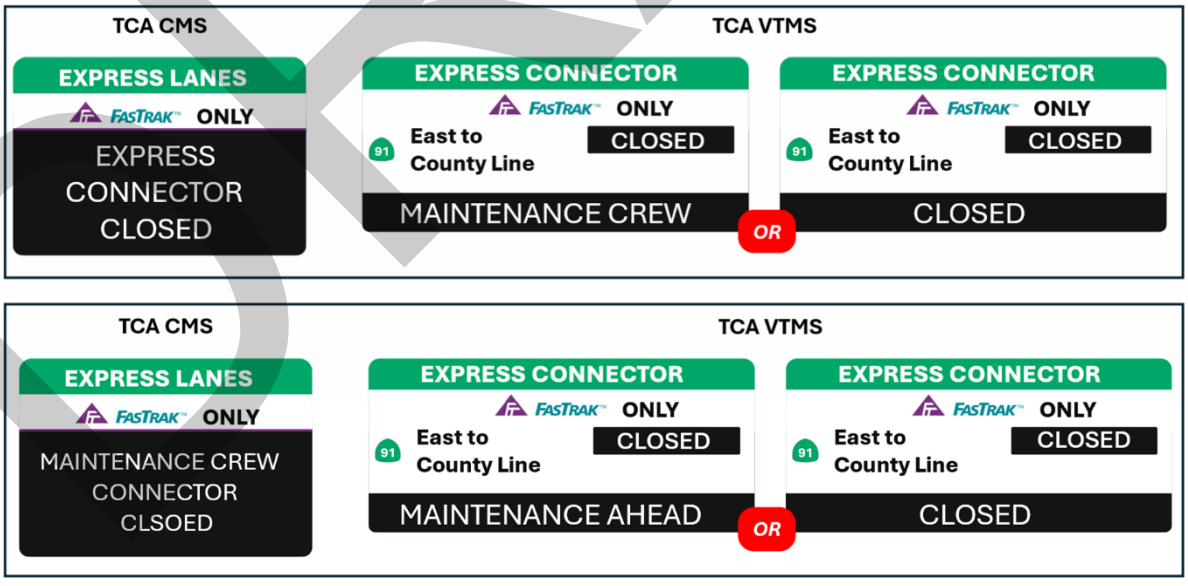
TCA is the only affected party in the Figure 5 scenario.

| **Affected Agency** | **Affected Roadway** |
|---|---|
| TCA | NB to EB Express Connector |

Example CMS signing for Maintenance for NB SR-241 Express Connector Closure

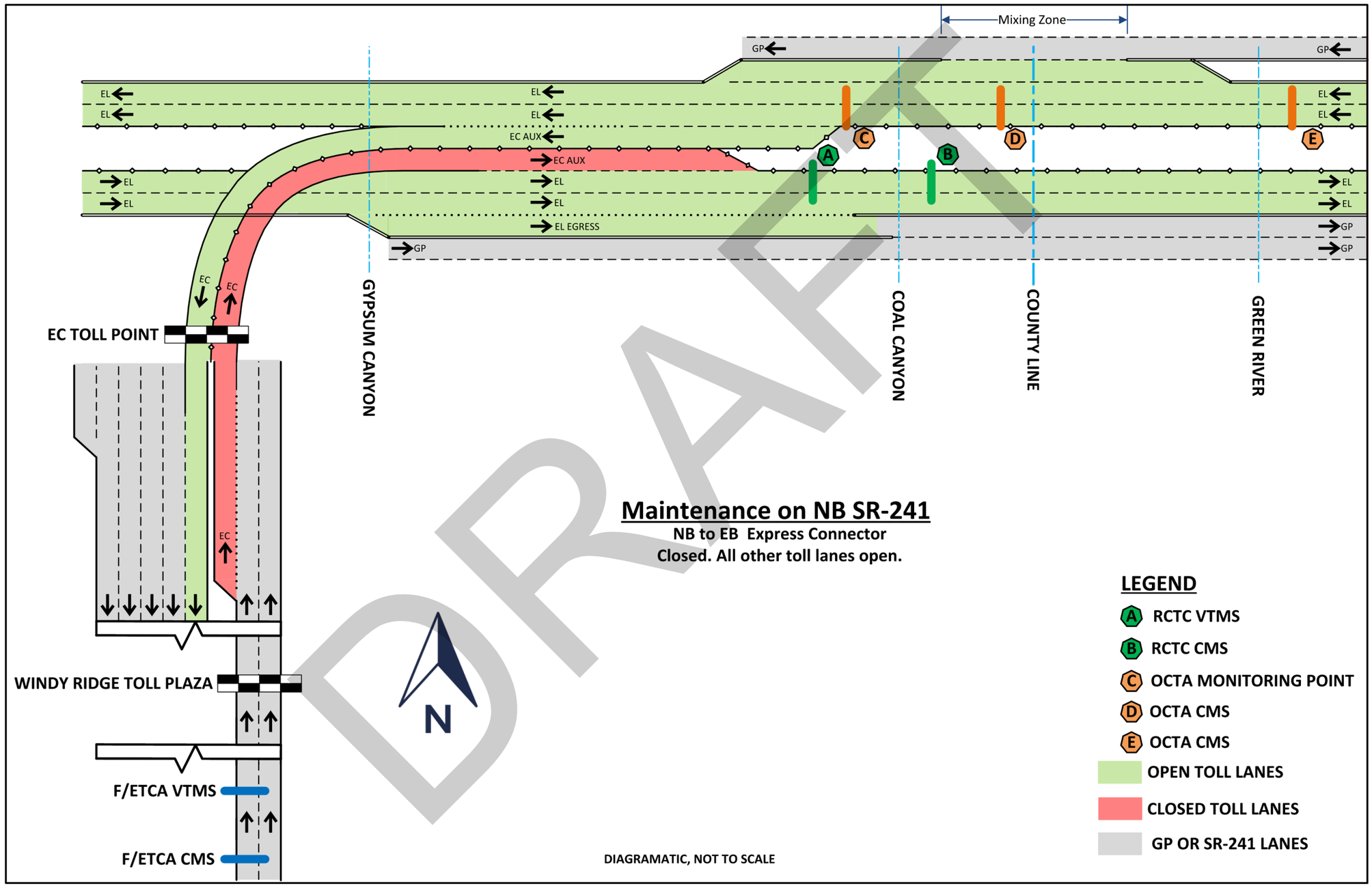
This section provides an initial list of pre-approved messages that may posted on the F/ETCA electronic signs. The NB to EB Express Connector closure does not require signs on the SR-91 Express Lanes to be utilized, only those on NB SR-241. Additional messages may be approved as needed. The F/ETCA CMS is a full color matrix sign which allows for virtually any font and message to be displayed. Font and message will conform to MUTCD standards.

***Northbound-to-Eastbound Express Connector Signs:***




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**Figure 5: Maintenance on NB SR-241 Express Connector**




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### *5.1.3 Maintenance on SB SR-241 Express Connector*

Figure 6 shows the maintenance area in the SB direction of F/ETCA SR-241 downstream of the Express Connector. Assets that require maintenance in this area include roadway infrastructure and TCS. This closure is anticipated only when minor maintenance is needed in the aux lane without impact to the express lanes. Closure of the SB Express Connector will require messages posted on the OCTA CMS sign upstream of the County Line. Physical closure of the SB Express Connector will begin in the WB 91 Express Lanes location where the SB Express Connector departure lane begins.

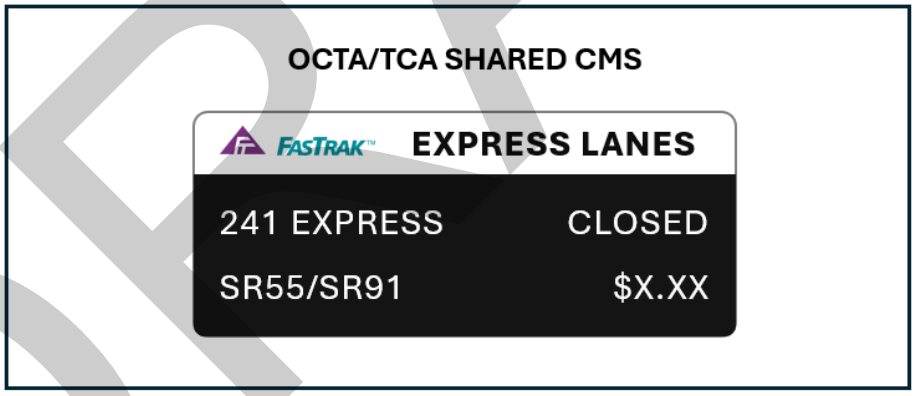
TCA is the only affected party in the Figure 6 scenario.

| **Affected Agency** | **Affected Roadway** |
|---|---|
| TCA | WB to SB Express Connector |

Example CMS Signing for Maintenance for SB SR-241 Express Connector Closure

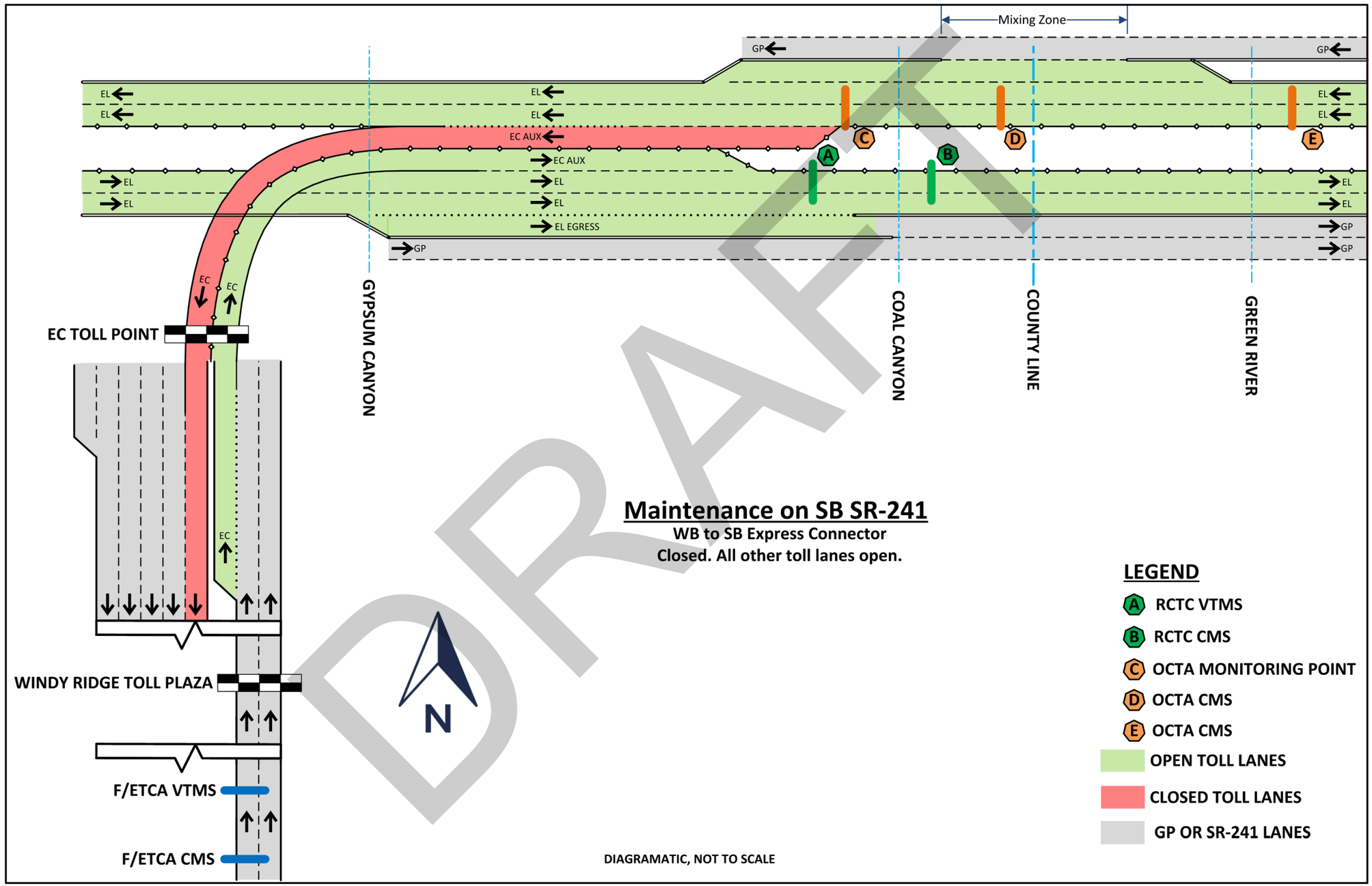
This section provides an initial list of pre-approved messages that may posted on the F/ETCA and OCTA electronic signs. Additional messages may be approved as needed.

***Westbound-to-Southbound Express Connector Sign:***




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**Figure 6: Maintenance on SB SR-241 Express Connector**




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### *5.1.4 Maintenance on WB SR-91 Express Lanes*

Figure 8 shows the closure required when maintenance is performed in the WB 91 Express Lanes. F/ETCA assets that require maintenance in this area include roadway infrastructure and toll collection systems associated with traffic counting and CCTV camera sites. In addition, OCTA and RCTC maintain 91 Express Lanes assets in this location. In this scenario, the ingress/egress to the RCTC 91 Express Lanes may remain open.

Physical closures in this scenario will occur at the County Line ingress/egress location. Shared OCTA-F/ETCA CMS upstream of the closure will be used to inform users of the closure.

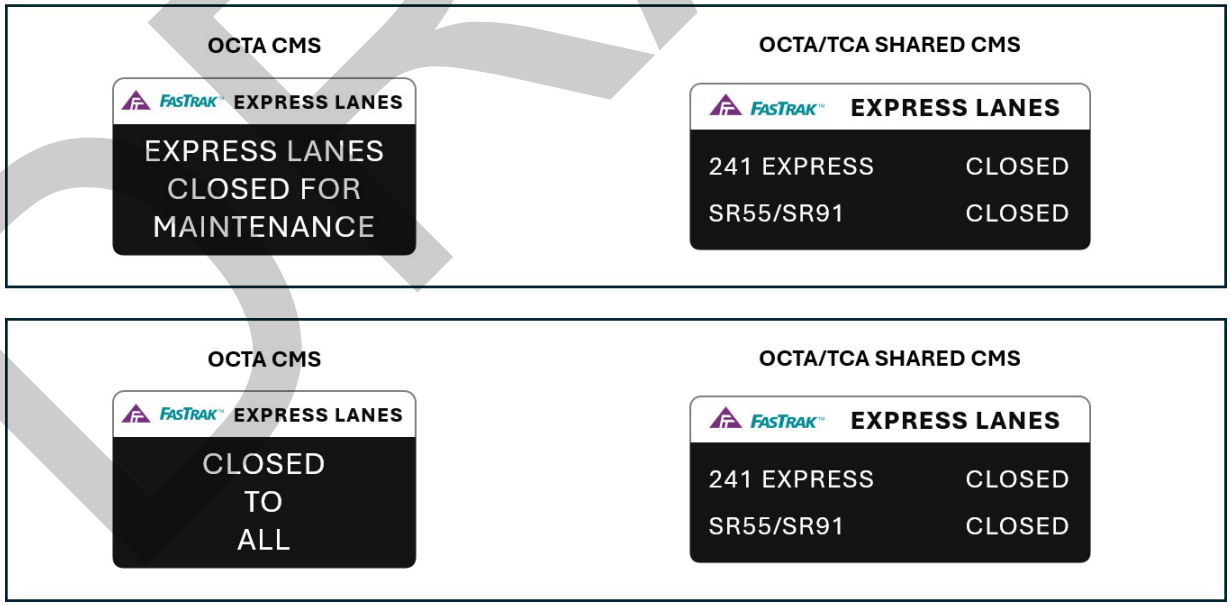
TCA and OCTA are the affected parties in the Figure 7 scenario.

| **Affected Agency** | **Affected Roadway** |
|---|---|
| TCA | WB to SB Express Connector |
| OCTA | WB SR-91 Express Lanes |

Example CMS Signing for Maintenance for WB SR-91 Express Lanes and SB Express Connector Closure

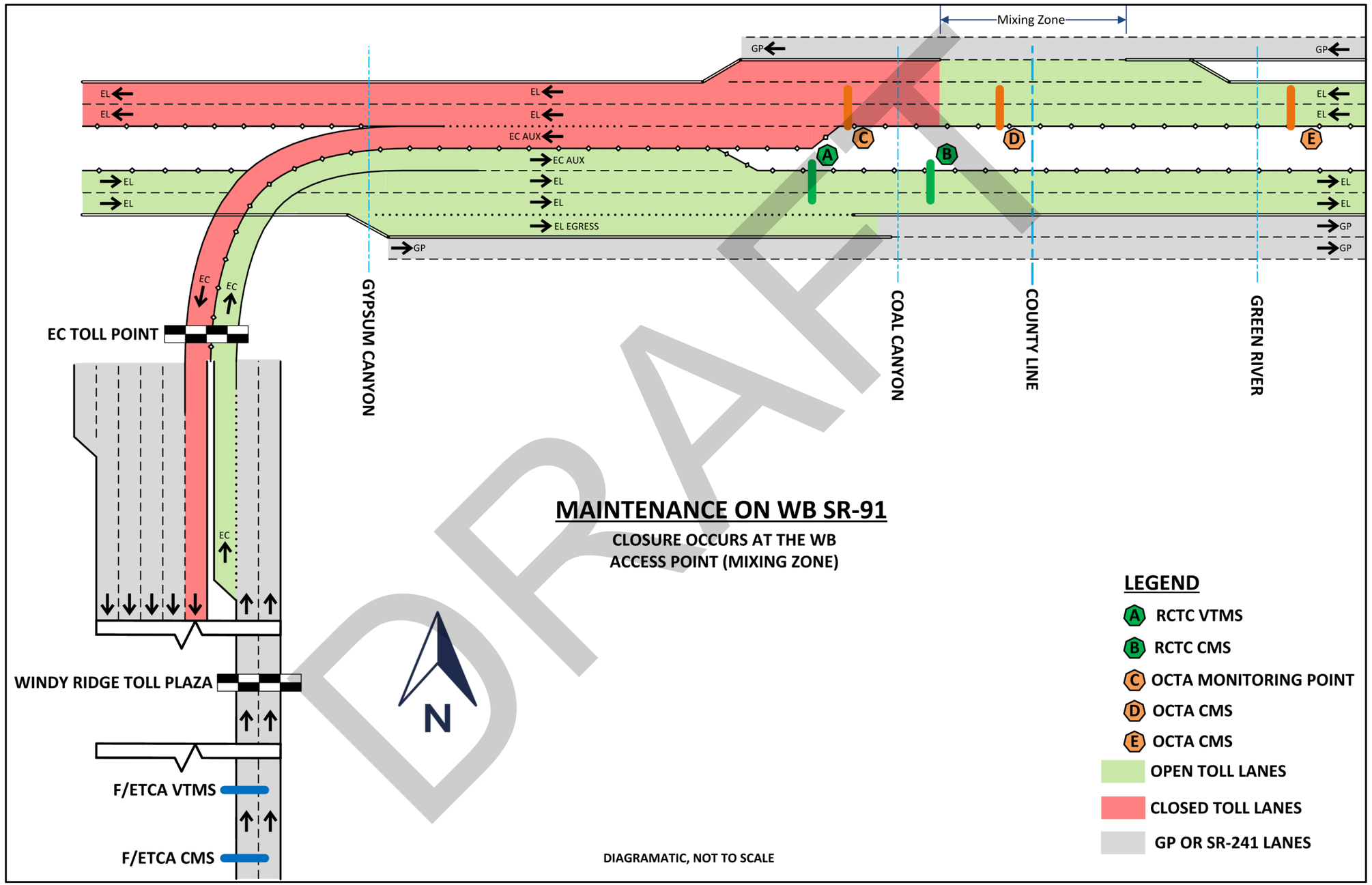
This section provides an initial list of pre-approved messages that may posted on the F/ETCA and OCTA electronic signs. Additional messages may be approved as needed.

***WB EL & Westbound-to-Southbound Express Connector Signs:***




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**Figure 7: Maintenance on WB SR-91 Express Lanes**




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### *5.1.5 Maintenance on EB SR-91 Express Lanes*

Figure 9 shows the closure required when maintenance is performed in the EB 91 Express Lanes. F/ETCA assets that require maintenance in this area include roadway infrastructure and toll collection systems associated with traffic counting and CCTV camera sites. In addition, OCTA and RCTC maintain 91 Express Lanes assets in this location. In this scenario the ingress/egress to the RCTC 91 Express Lanes may remain open.

Physical closures for this scenario will occur at the beginning of the 91 Express Lanes at the SR-55 and SR-91 interchange ramps. CMS signs upstream of the ingress to the express lanes will notify users of the closer and inform users to use the general-purpose lanes.

TCA and OCTA are the affected parties in the Figure 8 scenario.

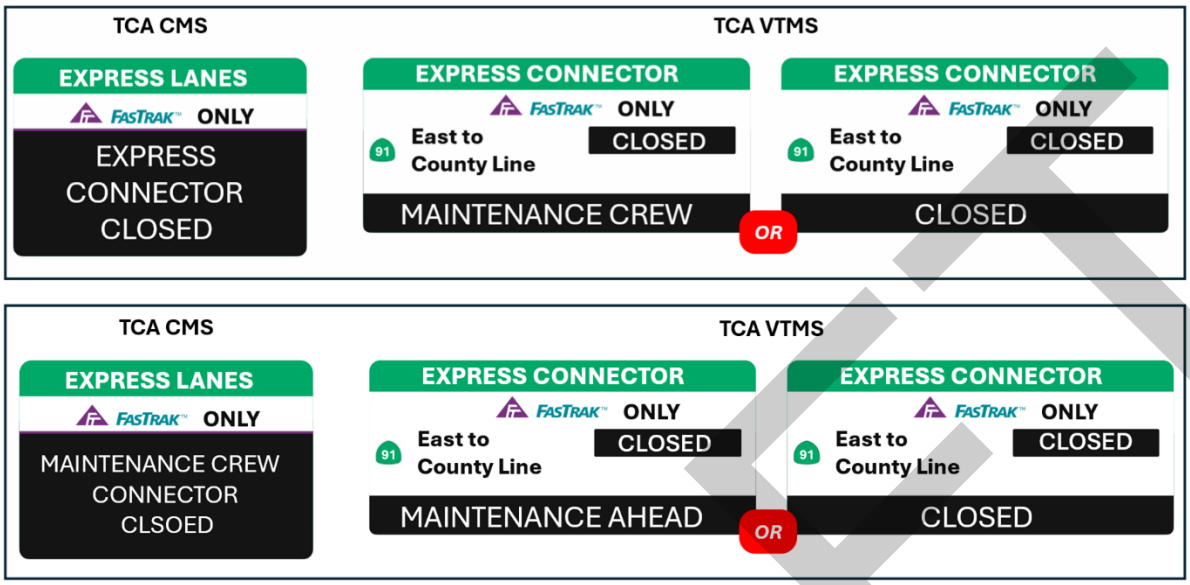
| **Affected Agency** | **Affected Roadway** |
|---|---|
| TCA | NB to EB Express Connector |
| OCTA | EB SR-91 Express Lanes |

Example CMS Signing for Maintenance for EB SR-91 Express Lanes and NB Express Connector Closure

This section provides an initial list of pre-approved messages that may posted on the F/ETCA electronic signs. The NB to EB Express Connector closure does not require signs on the SR-91 Express Lanes to be utilized, only those on NB SR-241. Additional messages may be approved as needed. The F/ETCA CMS is a full color matrix sign which allows for virtually any font and message to be displayed. Font and message will conform to MUTCD standards.

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*EB EL & Northbound-to-Eastbound Express Connector Signs:*

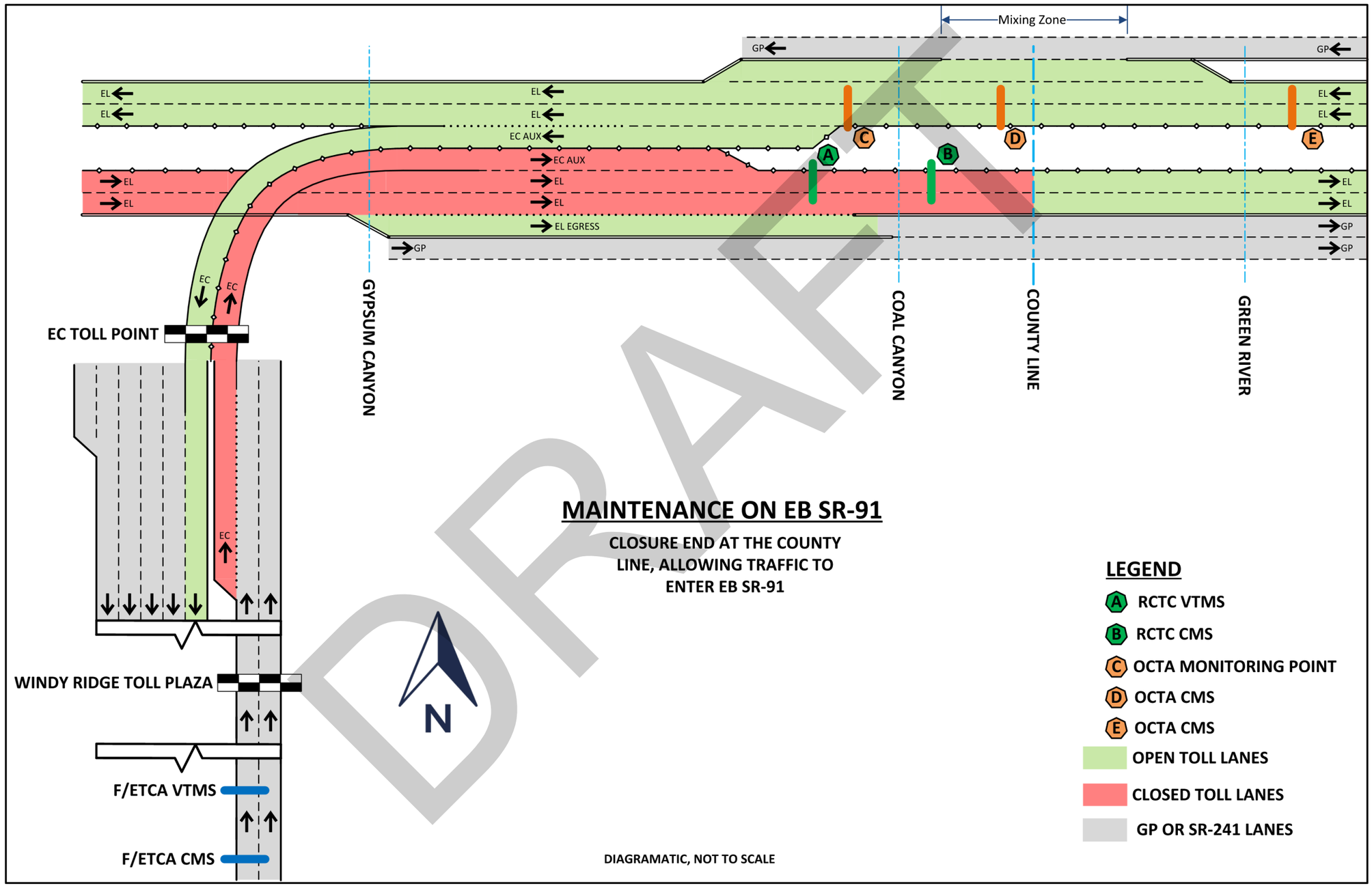






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**Figure 8: Maintenance on EB SR-91 Express Lanes**




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## 5.2 Permitted Closure Periods with Associated Closure Fees and Liquidated Damages

Upon acceptance by Caltrans, F/ETCA, OCTA, and RCTC have agreed to coordinate regularly (e.g., monthly) scheduled closures of the Express Connector and 91 Express Lanes for maintenance activities on these tolled facilities. It is anticipated that no closure fees will be charged when F/ETCA's maintenance work coincides with the OCTA and/or RCTC regularly scheduled closures.

Any other planned or unplanned closures of the Express Connector or 91 Express Lanes due to operations, maintenance, or ensuing improvement projects that cause closures to the Express Connector and/or 91 Express Lanes will be subject to closure fees and liquidated damages for lost toll revenues. F/ETCA agrees to closure periods and to compensate OCTA and RCTC, in the month that the closure occurs, for lost toll revenues due to any closures, including lane reductions, of the 91 Express Lanes. F/ETCA will also reimburse itself from project revenues for lost toll revenues due to any closures of the SR 241, including connectors. OCTA/RCTC will not reimburse F/ETCA for planned or unplanned closures.

### *5.2.1 Permitted Closures*

Permitted closure periods and associated closure fees will be assessed by the affected party/ies to compensate for lost toll revenues and paid by F/ETCA for the permitted closure.

The permitted closure windows are shown in Tables 9, 10 and 11. Any closures outside of these windows are unpermitted and subject to liquidated damages. It is suggested that the Parties re-review the permitted closure windows prior to open to traffic.

Typically closures are not allowed on holidays/special events even if during otherwise permitted windows.

### *5.2.2 Unpermitted Closures*

Closures which go beyond the permitted closure periods, and actual closures that are not approved, will be considered unpermitted closures and will be subject to liquidated damages charges paid by F/ETCA.

Liquidated damages will be charged per 10-minute interval beyond the permitted closure window.

### *5.2.3 Methodology*

Closure fees, including liquidated damages, will typically be calculated by averaging the toll revenue in the 5–6-week period before and/or after the closure, excluding outliers (like holidays, special events or other closures) unless the closure is on an outlier event (like a holiday or during a special event). Typically, closures are not allowed on holidays/special events but would be included in the closure fee and liquidated damages calculation if the F/ETCA closure occurs in an outlier window. Each toll operator may make slight adjustments to this methodology when calculating its closure fees and liquidated damages.

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Any substantial updates to the methodology should be communicated in writing with the other Parties and documented as a change to this Exhibit H.

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## Table 9: Permitted Closure Periods – OCTA Toll Facility

| Type of facility | Route | Direction and segment | Period |
|---|---|---|---|
| Express Lanes (OCTA) | Route 91 | EB from Route 55 to County Line Ingress | Sunday 23:00 to Monday 5:00 |
| | | | Monday 23:00 to Tuesday 5:00 |
| | | | Tuesday 23:00 to Wednesday 5:00 |
| | | | Wednesday 23:00 to Thursday 5:00 |
| | | | Friday 23:00 to Saturday 5:00 |
| | | | Saturday 23:00 to Sunday 5:00 |
| Express Lanes (OCTA) | Route 91 | WB from County Line Ingress/Egress to Route 55 | Sunday 22:00 to Monday 4:00 |
| | | | Monday 22:00 to Tuesday 4:00 |
| | | | Tuesday 22:00 to Wednesday 4:00 |
| | | | Wednesday 22:00 to Thursday 4:00 |
| | | | Friday 23:00 to Saturday 5:00 |
| | | | Saturday 22:00 to Sunday 5:00 |
| Express Lanes (OCTA) | Route 91 | EB from Route 55 to County Line Ingress | Friday 22:00 to Monday 5:00 |
| Express Lanes (OCTA) | Route 91 | WB from County Line Ingress/Egress to Route 55 | Friday 21:00 to Monday 4:00 |

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## Table 10: Permitted Closure Periods – RCTC Toll Facility

| Type of facility | Route | Direction and segment | Period |
|---|---|---|---|
| Express Lanes (RCTC) | Route 91 | EB from County Line Egress to Route 15 | Sunday 23:00 to Monday 4:00 |
| | | | Monday 24:00 to Tuesday 4:00 |
| | | | Tuesday 24:00 to Wednesday 4:00 |
| | | | Wednesday 24:00 to Thursday 5:00 |
| | | | Friday 24:00 to Saturday 4:00 |
| | | | Saturday 23:00 to Sunday 5:00 |
| Express Lanes (RCTC) | Route 91 | WB from Route 15 to County Line Ingress/Egress | Sunday 23:00 to Monday 4:00 |
| | | | Monday 24:00 to Tuesday 4:00 |
| | | | Tuesday 22:00 to Wednesday 4:00 |
| | | | Wednesday 24:00 to Thursday 4:00 |
| | | | Friday 24:00 to Saturday 4:00 |
| | | | Saturday 23:00 to Sunday 5:00 |
| Express Lanes (RCTC) | Route 91 | EB from County Line Egress to Route 15 | Friday 24:00 to Monday 4:00 |
| Express Lanes (RCTC) | Route 91 | WB from Route 15 to County Line Ingress/Egress | Friday 24:00 to Monday 4:00 |

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## Table 11: Permitted Closure Periods – F/ETCA Toll Facility

| Type of facility | Route | Direction and segment | Period |
|---|---|---|---|
| Express Connector | Route 241 | North-to-East | Sunday 23:00 to Monday 5:00 |
| | | | Monday 23:00 to Tuesday 5:00 |
| | | | Tuesday 23:00 to Wednesday 5:00 |
| | | | Wednesday 23:00 to Thursday 5:00 |
| | | | Friday 23:00 to Saturday 5:00 |
| | | | Saturday 23:00 to Sunday 5:00 |
| Express Connector | Route 91 | West-to-South | Sunday 23:00 to Monday 5:00 |
| | | | Monday 23:00 to Tuesday 5:00 |
| | | | Tuesday 23:00 to Wednesday 5:00 |
| | | | Wednesday 24:00 to Thursday 4:00 |
| | | | Friday 23:00 to Saturday 5:00 |
| | | | Saturday 23:00 to Sunday 5:00 |
| Express Connector | Route 241 | North-to-East | Friday 23:00 to Monday 5:00 |
| Express Connector | Route 91 | West-to-South | Friday 23:00 to Monday 5:00 |

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# *EXHIBIT A*

# *241/91 EXPRESS CONNECTOR*

# *TOLL FACILITIES*

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## EXHIBIT I – Closure Periods, Closure Fees, & Liquidated Damages During Construction

F/ETCA, OCTA, and RCTC agree to Closure periods and compensation for lost toll revenues due to any Closures, including lane reductions and connectors, of the 241 toll road and 91 Express Lanes during and due to Project construction.

Schedules shown in Tables 1, 2, and 3 are closure fees for the permitted Closures of the toll facilities which are Closures that have been agreed to by OCTA, RCTC, and/or F/ETCA.

Additional Closure windows not shown in these tables (ie 55-hour closures not already identified) may be submitted for consideration by each agency; associated closure fees for requested additional Closure windows will be calculated by averaging the toll revenue in the 5–6-week period before and/or after the Closure, excluding outliers (like holidays, special events or other closures) unless the Closure is on an outlier event (like a holiday or during a special event).

Schedules shown in Tables 4, 5, and 6 are liquidated damages for the unpermitted Closures of the toll facilities that go beyond or are outside of the Closures that have been agreed to by OCTA, RCTC, and/or F/ETCA.

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## EXHIBIT I – Closure Periods, Closure Fees, & Liquidated Damages During Construction

### Table 1
### Closure Fees for PERMITTED CLOSURES of the OCTA TOLL FACILITY

The following payments are the closure fees required for the PERMITTED CLOSURES of the OCTA TOLL FACILITY.

| Type of facility | Route | Direction and segment | Lane Closure Charts | Period | Closure Fees |
|---|---|---|---|---|---|
| Express Lanes (OCTA) | Route 91 | EB from Route 55 to County Line Ingress | H7 | Sunday 23:00 to Monday 5:00 | $1,100/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $1,000/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $1,200/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $1,200/night |
| | | | | Thursday 23:00 to Friday 5:00 | $1,400/night |
| | | | | Friday 23:00 to Saturday 5:00 | $2,300/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $2,500/night |
| Express Lanes (OCTA) | Route 91 | WB from County Line Ingress/Egress to Route 55 | H8 | Sunday 22:00 to Monday 4:00 | $1,200/night |
| | | | | Monday 22:00 to Tuesday 4:00 | $1,000/night |
| | | | | Tuesday 22:00 to Wednesday 4:00 | $1,000/night |
| | | | | Wednesday 22:00 to Thursday 4:00 | $1,000/night |
| | | | | Thursday 22:00 to Friday 4:00 | $1,200/night |
| | | | | Friday 22:00 to Saturday 5:00 | $1,500/night |
| | | | | Saturday 22:00 to Sunday 5:00 | $1,900/night |
| Express Lanes (OCTA) | Route 91 | WB from County Line Ingress/Egress to Route 55 | H9 | Friday 21:00 to Monday 4:00 | $166,000/56 hours |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

**Table 2**
**Closure Fees for PERMITTED CLOSURES of the RCTC TOLL FACILITY**

The following payments are the closure fees required for the PERMITTED CLOSURES of the RCTC TOLL FACILITY.

| Type of facility | Route | Direction and segment | Lane Closure Charts | Period | Closure Fees |
|---|---|---|---|---|---|
| Express Lanes (RCTC) | Route 91 | EB from County Line Egress to Route 15 | H5 | Sunday 22:00 to Monday 6:00 | $3,500/night |
| | | | | Monday 22:00 to Tuesday 6:00 | $3,200/night |
| | | | | Tuesday 22:00 to Wednesday 6:00 | $4,500/night |
| | | | | Wednesday 22:00 to Thursday 6:00 | $7,500/night |
| | | | | Thursday 23:00 to Friday 7:00 | $5,000/night |
| | | | | Friday 23:00 to Saturday 7:00 | $4,100/night |
| | | | | Saturday 23:00 to Sunday 7:00 | $6,500/night |
| Express Lanes (RCTC) | Route 91 | WB from Route 15 to County Line Ingress/Egress | H6 | Sunday 21:00 to Monday 4:00 | $2,600/night |
| | | | | Monday 21:00 to Tuesday 4:00 | $1,600/night |
| | | | | Tuesday 21:00 to Wednesday 4:00 | $1,400/night |
| | | | | Wednesday 21:00 to Thursday 4:00 | $1,600/night |
| | | | | Thursday 24:00 to Friday 4:00 | $1,700/night |
| | | | | Friday 21:00 to Saturday 6:00 | $3,000/night |
| | | | | Saturday 21:00 to Sunday 6:00 | $3,400/night |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

## Table 3
## Closure Fees for PERMITTED CLOSURES of the F/ETCA TOLL FACILITY

The following payments are the closure fees required for the PERMITTED CLOSURES of the F/ETCA TOLL FACILITY.

| Type of facility | Route | Direction and segment | Lane Closure Charts | Period | Closure Fees |
|---|---|---|---|---|---|
| Mainline | Route 241 | NB | H1<br>I2 | Sunday 23:00 to Monday 5:00 | $9,000/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $9,000/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $9,000/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $9,000/night |
| | | | | Thursday 23:00 to Friday 5:00 | $11,700/night |
| | | | | Friday 23:00 to Saturday 5:00 | $9,500/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $9,500/night |
| Mainline | Route 241 | NB | H10 | Friday 22:00 to Monday 4:00 | $570,500/56 hours |
| Connector | Route 241 | Northbound-to Eastbound Route 91 | I3 | Sunday 23:00 to Monday 5:00 | $6,700/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $6,700/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $6,700/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $6,700/night |
| | | | | Thursday 23:00 to Friday 5:00 | $6,700/night |
| | | | | Friday 23:00 to Saturday 5:00 | $11,800/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $11,800/night |
| Connector | Route 91 | Eastbound to Southbound Route 241 | I3 | Sunday 23:00 to Monday 5:00 | $5,300/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $5,300/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $5,300/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $5,300/night |
| | | | | Thursday 23:00 to Friday 5:00 | $5,300/night |

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## EXHIBIT I – Closure Periods, Closure Fees, & Liquidated Damages During Construction

| Type of facility | Route | Direction and segment | Lane Closure Charts | Period | Closure Fees |
|---|---|---|---|---|---|
| | | | | Friday 23:00 to Saturday 5:00 | $5,000/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $5,000/night |
| Connector | Route 241 | Northbound to Westbound Route 91 | I4 | Sunday 23:00 to Monday 5:00 | $600/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $600/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $600/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $600/night |
| | | | | Thursday 23:00 to Friday 5:00 | $1,200/night |
| | | | | Friday 23:00 to Saturday 5:00 | $1,400/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $1,500/night |
| Connector | Route 91 | Westbound to Southbound Route 241 | I4 | Sunday 23:00 to Monday 5:00 | $13,200/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $13,200/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $13,200/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $13,200/night |
| | | | | Thursday 23:00 to Friday 5:00 | $10,800/night |
| | | | | Friday 23:00 to Saturday 5:00 | $12,700/night |
| | | | | Saturday 23:00 to Sunday 5:00 | $9,600/night |
| Connector | Route 241 | Northbound to Westbound Route 241 | I5 | Friday 23:00 to Monday 5:00 | $72,900/54 hours |
| Connector | Route 91 | Westbound to Southbound Route 241 | I6 | Saturday 24:00 to Monday 4:00 | $473,900/52 hours |
| Express Connector | Route 241 | Northbound to Eastbound Route 91 | I7 | Sunday 23:00 to Monday 5:00 | $500/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $500/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $500/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $500/night |

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## EXHIBIT I – Closure Periods, Closure Fees, & Liquidated Damages During Construction

| Type of facility | Route | Direction and segment | Lane Closure Charts | Period | Closure Fees |
|---|---|---|---|---|---|
| Express Connector | Route 91 | Westbound to Southbound Route 241 | I7 | Sunday 23:00 to Monday 5:00 | $500/night |
| | | | | Monday 23:00 to Tuesday 5:00 | $500/night |
| | | | | Tuesday 23:00 to Wednesday 5:00 | $500/night |
| | | | | Wednesday 23:00 to Thursday 5:00 | $500/night |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

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## Table 4
## Closure Fees for UNPERMITTED CLOSURES of the OCTA TOLL FACILITY

The following payments are the liquidated damages required for the UNPERMITTED CLOSURES of the OCTA TOLL FACILITY.

| Type of facility | Route | Direction or segment | Period | Unpermitted Closure Liquidataed Damages / Interval |
|---|---|---|---|---|
| Express Lanes (OCTA) | Route 91 | EB from Route 55 to County Line Ingress | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $14,500/10 minutes<br>$18,600/10 minutes<br>$21,000/10 minutes |
| Express Lanes (OCTA) | Route 91 | WB from County Line Ingress/Egress to Route 55 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $14,500/10 minutes<br>$21,200/10 minutes<br>$24,400/10 minutes |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

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## Table 5
## Closure Fees for UNPERMITTED CLOSURES of the RCTC TOLL FACILITY

The following payments are the liquidated damages required for the UNPERMITTED CLOSURES of the RCTC TOLL FACILITY.

| Type of facility | Route | Direction or segment | Period | Unpermitted Closure Liquidated Damages / Interval |
|---|---|---|---|---|
| Express Lanes (RCTC) | Route 91 | EB from County Line Egress to Route 15 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $14,500/10 minutes<br>$18,600/10 minutes<br>$21,000/10 minutes |
| Express Lanes (RCTC) | Route 91 | WB from Route 15 to County Line Ingress/Egress | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $14,500/10 minutes<br>$21,200/10 minutes<br>$24,400/10 minutes |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

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## Table 6
## Closure Fees for UNPERMITTED CLOSURES of the F/ECTA TOLL FACILITY

The following payments are the liquidated damages required for the UNPERMITTED CLOSURES of the F/ETCA TOLL FACILITY.

| Type of facility | Route | Direction or segment | Period | Unpermitted Closure Liquidated Damages / Interval |
|---|---|---|---|---|
| Mainline | Route 241 | NB | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $2,000/10 minutes<br>$2,700/10 minutes<br>$7,700/10 minutes |
| Mainline | Route 241 | SB | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $1,900/10 minutes<br>$2,900/10 minutes<br>$10,600/10 minutes |
| Connector | Route 241 | Northbound-to Eastbound Route 91 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $1,600/10 minutes<br>$2,100/10 minutes<br>$4,800/10 minutes |
| Connector | Route 91 | Eastbound to Southbound Route 241 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $1,100/10 minutes<br>$1,400/10 minutes<br>$2,800/10 minutes |
| Connector | Route 241 | Northbound to Westbound Route 241 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $200/10 minutes<br>$300/10 minutes<br>$700/10 minutes |
| Connector | Route 91 | Westbound to Southbound Route 241 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $2,700/10 minutes<br>$3,300/10 minutes<br>$7,100/10 minutes |
| Express Connector | Route 241 | Northbound to Eastbound Route 91 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $1,400/10 minutes<br>$1,600/10 minutes<br>$2,200/10 minutes |
| Express Connector | Route 91 | Westbound to Southbound Route 241 | 1st half hour<br>2nd half hour<br>2nd hour and beyond | $1,500/10 minutes<br>$1,500/10 minutes<br>$2,200/10 minutes |

**Issue Date:** _____

**Approved By:** _____

Update to this Table and PROJECT CONTRACT DOCUMENTS is required if Caltrans has not released civil construction IFB within 6 months of issue date.

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**ATTACHMENT C**

*AFFILIATED AGENCIES*

*Orange County Transit District*

*Local Transportation Authority*

*Service Authority for Freeway Emergencies*

*Consolidated Transportation Service Agency*

*Congestion Management Agency*

September 22, 2025

Mr. Darnell Grisby
Chair, California Transportation Commission
1120 N Street, MS-52
Sacramento, CA 95814

Subject: **Support for the SR-241/SR-91 Tolled Express Connector – AB 194 (Chapter 687, Statutes of 2015) Application**

Dear Chair Grisby,

On behalf of the Orange County Transportation Authority (OCTA) Board of Directors (Board), I am writing to express our support for the Transportation Corridor Agencies' (TCA) AB 194 (Chapter 687, Statutes of 2015) State Route 241/State Route 91 (SR-241/SR-91) Tolled Express Connector project. We appreciate the extensive coordination that has taken place over the past several years among the California Transportation Commission (CTC), TCA, the Riverside County Transportation Commission (RCTC), and OCTA to refine project features and help ensure that the improvements are well integrated with the 91 Express Lanes and the broader corridor. Our support is provided with the understanding that the project will not negatively impact the existing 91 Express Lanes financing commitments or current operating structure.

The SR-241/SR-91 Express Connector is an important regional mobility investment at one of Southern California's most congested interchanges. Motorists traveling between Orange, Riverside, and San Bernardino counties currently experience significant delays where the SR-241 Toll Road meets the 91 Express Lanes. This project is intended to help address that issue by providing a seamless tolled connection that improves traffic operations at this junction. Together with other improvements already underway on the SR-91 corridor, including those led by OCTA in Orange County, RCTC in Riverside County, and joint efforts such as the 91 Corridor Operations Project, which will help deliver a more reliable and efficient travel experience for both commuters and goods movement across the region.

This project is included in both local and regional transportation planning efforts, including OCTA's Long-Range Transportation Plan and the Southern California Association of Governments' Regional Transportation Plan. TCA has committed full funding for the project, estimated at over $500 million, through existing cash reserves. The project is currently in final design, with construction anticipated in the near term, and is being advanced in close coordination with OCTA, the

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California Department of Transportation, RCTC, and other regional partners to ensure its integration with parallel improvements on the SR-91corridor.

The intended benefits of the SR-241/SR-91 Express Connector include reduced congestion, improved travel reliability, and more efficient movement of people and goods along a major economic corridor. By offering a direct connection between tolled express facilities, it will offer drivers an additional travel option, while integrating with the overall operations of the SR-91 corridor.

The OCTA Board is committed to supporting projects that strengthen mobility, manage congestion, and improve the quality of life for the residents, businesses, and communities we serve. We respectfully support the TCA's AB 194 and appreciate CTC's consideration of this project.

Thank you for your leadership and dedication to advancing transportation solutions across California. If you or your staff have any questions, please contact Darrell E. Johnson, Chief Executive Officer, at (714) 560-5343 or djohnson@octa.net.

Sincerely,

Doug Chaffee
Chair

DC:aec

c: Members, Orange County State Legislative Delegation
Ryan Chamberlain, Chief Executive Officer, Transportation Corridor Agencies
Darrell E. Johnson, Chief Executive Officer
Topp Strategies

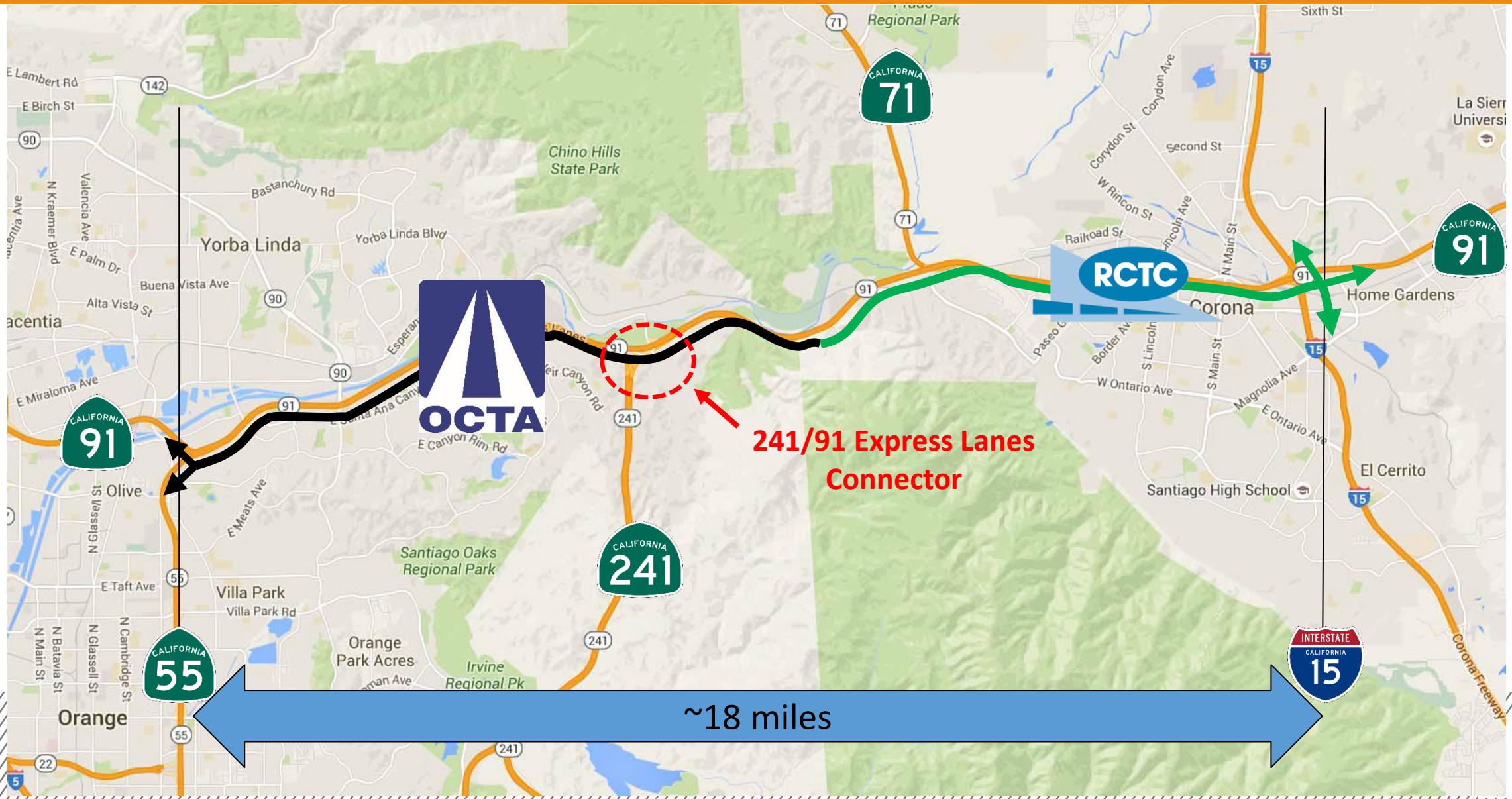
# 241/91 Express Connector Project Approval

# Background

- OCTA acquired the 91 Express Lanes in January 2003, removing the franchise agreement non-compete provisions allowing for future improvements
- RCTC extended the 91 Express Lanes an additional eight miles into Riverside County in 2017
- Franchise agreement for OCTA extends to 2065 and 2067 for RCTC
- Chief executive officers/executive directors from Caltrans Districts 12 and 8, F/ETCA, OCTA, and RCTC agreed on a term sheet for the implementation of a tolled 241/91 Express Connector (241/91 EC) in 2019
- Term sheet approved by respective agencies' Boards of Directors in late 2019

*F/ETCA – Foothill Eastern Transportation Corridor Agency*
*OCTA – Orange County Transportation Authority*
*RCTC – Riverside County Transportation Commission*
*Caltrans – California Department of Transportation*

# Corridor Map



# Project Overview

- 241/91 EC is a median-to-median, direct tolled connector
- 241/91 EC tolls are in addition to current Windy Ridge tolls and applicable RCTC 91 Express Lanes tolls
- Operating term detailed in the 241/91 EC Master Agreement goes to 2067 and includes using Progressive Demand Management (PDM)
- 2024 estimated total cost at $524 million
- Project is 100% funded by F/ETCA with repayment from toll revenues



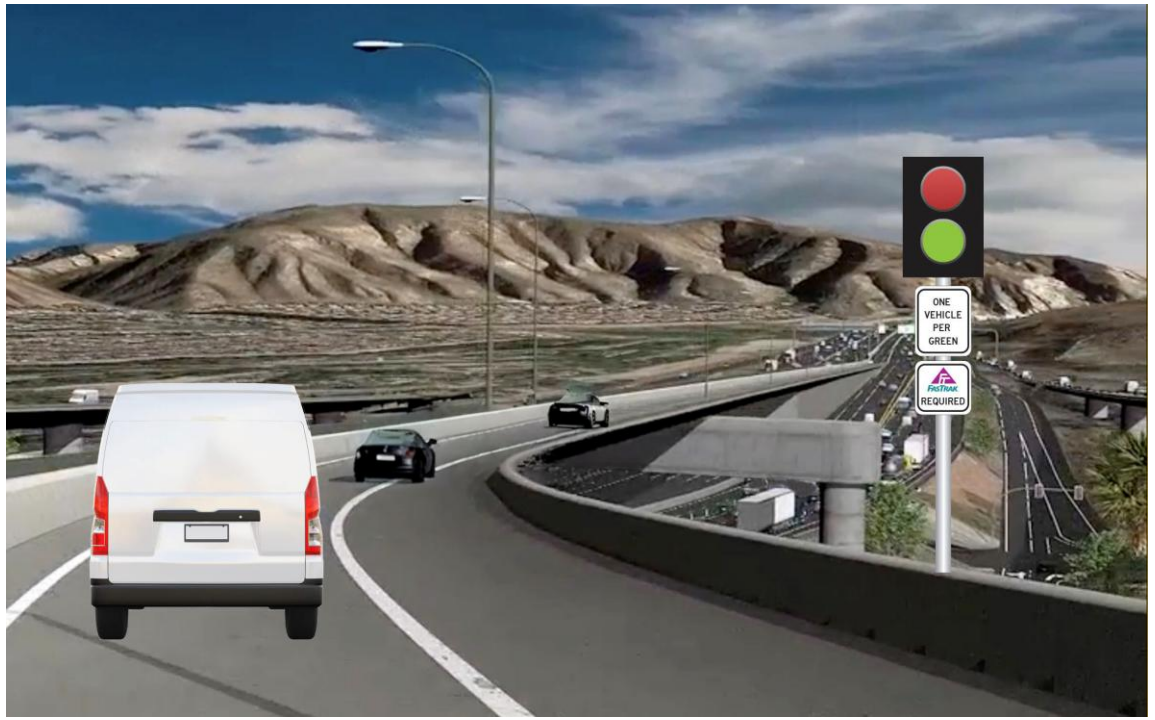
# Master Agreement

- Four-party agreement between Caltrans, F/ETCA, OCTA, and RCTC
- Sets forth the responsibilities of each party related to the construction, development, and operations of the 241/91 EC
- Some key provisions include:
  - F/ETCA fully funds and operates
  - Commitments made to performance metrics and PDM strategies, with OCTA and RCTC having final approval
  - Use of AB 194 for tolling authority
  - Excess revenues fund programs/projects in the corridor per an expenditure plan
  - Establishes an HOV discount program
  - Names OCTA as the successor agency if F/ETCA dissolves prior to 2067

*AB 194 – (Chapter 687, Statutes of 2015)*
*HOV – High-occupancy vehicle*

# Progressive Demand Management

- 241/91 EC traffic operations will be controlled with the following options:
  - Dynamic pricing
  - Toll connector meter
  - HOV-only mode
  - Bus/vanpool mode



# Operating Agreement

- Three-party agreement between F/ETCA, OCTA, and RCTC
- Establishes the obligations of each party with respect to the operations and maintenance of the 241/91 EC toll systems
- Some key provisions include:
  - Reimbursement process for closures of the 91 Express Lanes
  - Toll policy exhibit that includes toll setting, discounts, and enforcement policies
  - Incident management and maintenance plan
  - Key performance metrics

# Key Performance Metrics

Key traffic operations metrics contained in the operating agreement



**60 mph** in the 91 Express Lanes in the critical zone



**1,500 vehicles per hour** maximum on the Express Connector



Queue length limited to **100 vehicles** from the Toll Connector Meter



No more than **200 vehicles per hour egressing** in the EB 91 Express Lanes at county line

Establishes east-end operational considerations of the 91 Express Lanes at Interstate 15

*EB - Eastbound*

# Timing for Agreement Approvals

| Agency | Committee | Board Consideration |
|---|---|---|
| Transportation Corridor Agencies | July 24 | August 14 |
| OCTA | September 10 | September 22 |
| RCTC Riverside County Transportation Commission | August 18 | September 10 |

*Board – Board of Directors*

# Recommendations

- Authorize the Chief Executive Officer to finalize and execute a master agreement with Caltrans, F/ETCA, and RCTC for the development and operation of the 241/91 EC Project
- Authorize the Chief Executive Officer to finalize and execute an operating agreement with F/ETCA and RCTC for the operation of the 241/91 EC Project
- Authorize the Chief Executive Officer to finalize and execute amendments to the Lease Agreement Regarding State Route 91 Median Improvements, Amended and Restated Development Franchise Agreement and any other related 91 Express Lanes agreements necessary for the development and operation of the 241/91 EC Project
- Approve the required AB 194 consent letter for the 241/91 EC Project

# Next Steps

- Finalize and execute master agreement, operating agreement, and other related agreements
- Hold AB 194 public hearing near the 241/91 EC
- Receive California Transportation Commission approval for supplemental tolling authority
- Finalize and execute toll facilities agreement between Caltrans and TCA

# Milestone Schedule

