



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, February 10, 2020 at 9:00 a.m.

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

Agenda Descriptions

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

Public Comments on Agenda Items

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

Public Availability of Agenda Materials

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

Call to Order

Invocation

Director Shaw

Pledge of Allegiance

Director Hernandez



BOARD AGENDA

Special Calendar

Orange County Transportation Authority Special Calendar Matters

- 1. Administration of the Oath of Office to Returning Orange County Transportation Authority Board Member**

Oath of Office will be administered to returning Board Member Laurie Davies.

- 2. Presentation of Resolutions of Appreciation for Employees of the Year for 2019**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2020-006, 2020-007, 2020-008 to Cuong Dang, Maintenance; Martin Lubus, Coach Operator; and Johnny Dunning, Administration, as Employees of the Year for 2019

- 3. Presentation of Resolutions of Appreciation for Participants of the Orange County Transportation Authority Job Rotation Program**

Present Orange County Transportation Authority Resolutions of Appreciation Nos. 2020-010, 2020-011, 2020-012 to members of the 2019 Job Rotation Program.

Consent Calendar (Items 4 through 12)

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**

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of January 27, 2020.



BOARD AGENDA

5. Amendment to the Master Plan of Arterial Highways
Stephanie Chhan/Kia Mortazavi

Overview

The Orange County Transportation Authority administers the Master Plan of Arterial Highways, including the review and approval of amendments requested by local agencies. The City of San Clemente has requested an amendment to the Master Plan of Arterial Highways that is recommended for approval. An update on active Master Plan of Arterial Highways amendments is also provided.

Recommendations

- A. Approve the amendment to the Master Plan of Arterial Highways for South El Camino Real between Avenida Mendocino and the southern city limits from a secondary (four-lane, undivided) arterial to a divided collector (two-lane, divided) arterial. The proposed amendment will become final, contingent upon the Orange County Transportation Authority receiving documentation that the City of San Clemente has amended its general plan and has complied with the requirements of the California Environmental Quality Act.

If the City of San Clemente does not update its general plan within three years to reflect the Master Plan of Arterial Highway amendment, the contingent amendment will expire, but can be returned to the Orange County Transportation Authority's Board of Directors for reconsideration and action.

If the original proposed Master Plan of Arterial Highways amendment is modified as a result of the California Environmental Quality Act and/or general plan amendment process, the modified Master Plan of Arterial Highways amendment shall be returned to the Orange County Transportation Authority's Board of Directors for consideration and action.

- B. Direct the Executive Director of Planning, or his designee, to file a Notice of Exemption from the California Environmental Quality Act in support of the Master Plan of Arterial Highways amendment.
- C. Receive and file a status report on the active Master Plan of Arterial Highways amendments.



BOARD AGENDA

Orange County Transit District Consent Calendar Matters

6. **Approval to Release Request for Proposals for the Development, Hosting, License, and Maintenance of a Mobile Ticketing Application**
Sam Kaur/Andrew Oftelie

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for the development, hosting, license, and maintenance of a mobile ticketing application. The Orange County Transportation Authority's current vendor for mobile ticketing has provided notification that it will be exiting the market over the next two years. A draft request for proposals has been developed to initiate a competitive procurement process to retain a firm for the development and implementation of a new mobile ticketing application.

Recommendations

- A. Approve the proposed evaluation criteria and weighting for Request for Proposals 0-2067 for the development and implementation of a new mobile ticketing application.
- B. Approve the release of Request for Proposals 0-2067 to select a firm to provide the development and implementation of a new mobile ticketing application.

Orange County Local Transportation Authority Consent Calendar Matters

7. **Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605**
Dennis Mak/James G. Beil

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 with OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate for additional design and construction efforts for the Heil Avenue pedestrian overcrossing, to extend the plant establishment period to three years, and to reflect the increase in the 2017 State Senate Bill 1 diesel fuel sales tax rate.



BOARD AGENDA

7. (Continued)

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 60 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,044,000, for additional design and construction efforts for the Heil Avenue pedestrian overcrossing.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 61 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,600,000, to extend the plant establishment period to three years.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 62 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,764,165, to reflect the 2017 State Senate Bill 1 diesel fuel sales tax rate increase.

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

Jeannie Lee/James G. Beil

Overview

On September 23, 2019, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55. Board of Directors' approval is requested for the selection of a firm to perform the required work.



BOARD AGENDA

8. (Continued)

Recommendations

- A. Approve the selection of WKE, Inc., as the firm to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1557 between the Orange County Transportation Authority and WKE, Inc., to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

9. Construction and Maintenance Agreement with the Union Pacific Railroad and the California Department of Transportation for the Interstate 405 Improvement Project

Dennis Mak/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a construction and maintenance agreement with the Union Pacific Railroad and the California Department of Transportation for the Interstate 405 Improvement Project. The project proposes to widen the Bolsa overhead freeway bridge over the railroad facility. A construction and maintenance agreement is required to define the specific terms, conditions, and funding responsibilities for the construction and long-term maintenance responsibility for the constructed bridge.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Construction and Maintenance Agreement No. C-9-1793 with the Union Pacific Railroad and the California Department of Transportation, in an amount not to exceed \$792,055, to define the specific terms, conditions, and funding responsibilities for construction and maintenance, including design and construction parameters, flagging, inspection, temporary construction easement, and permanent property rights for the Interstate 405 Improvement Project.



BOARD AGENDA**10. Second Quarter Fiscal Year 2019-20 Capital Action Plan and Performance Metrics Report**

James G. Beil

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of October 2019 through December 2019, for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation

Receive and file as an information item.

11. Regional Traffic Signal Synchronization Program Update

Alicia Yang/Kia Mortazavi

Overview

The Orange County Transportation Authority has been working with local cities, the County of Orange, and the California Department of Transportation in funding and implementing key regional traffic signal synchronization projects. This report provides an update on the Measure M2 Regional Traffic Signal Synchronization Program, including results from recently completed projects.

Recommendation

Receive and file as an information item.



BOARD AGENDA

Orange County Service Authority For Freeway Emergencies Consent Calendar Matters

12. Amendment to Agreements for Freeway Service Patrol Services Patrick Sampson/Jennifer L. Bergener

Overview

The Orange County Transportation Authority currently provides Freeway Service Patrol services using three contracted service providers, under six contracts, covering ten service areas. In May 2010, the Orange County Transportation Authority Board of Directors authorized agreements with two tow truck companies to provide Freeway Service Patrol services in four of the ten service areas. In order to align expiration dates of these two contracts with the other four contracts providing the same services in the other service areas and afford staff the opportunity to review and adjust service areas more effectively, staff is recommending amendments to two contracts to align the expiration dates.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-5-3109 with California Coach Towing, Inc., to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$1,182,858. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,601,401.
- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-5-3374 with Team A&B, Inc., doing business as A&B Towing, to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$199,201. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$1,843,013.



BOARD AGENDA

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

13. Consultant Selection for the State Route 91 Geometric and Design Alternatives Analysis

Dan Phu/Kia Mortazavi

Overview

On October 10, 2019, the Orange County Transportation Authority issued a request for proposals for consultant services to complete the State Route 91 geometric and design alternatives analysis. Board of Directors approval is requested for the selection of a firm to complete the required work.

Recommendations

- A. Approve the selection of Advanced Civil Technologies as the firm to complete the State Route 91 geometric and design alternatives analysis.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1658 between the Orange County Transportation Authority and Advanced Civil Technologies to complete the State Route 91 geometric and design alternatives analysis.

Discussion Items

14. Public Comments

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



BOARD AGENDA

15. Chief Executive Officer's Report

16. Directors' Reports

17. Closed Session

A Closed Session will be held as follows:

- A. Pursuant to Government Code Section 54956.9(a) - Conference with General Counsel - Existing Litigation - Peterson v. Orange County Transportation Authority; OCSC Case No. 30-2018-00993120.
- B. Pursuant to Government Code Section 54956.9(a) - Conference with General Counsel - Existing Litigation; In Re Toll Roads Litigation, United States District Court - Central Division Case No. 8:16 CV 00262 AG.

18. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, February 24, 2020**, at the Orange County Transportation Authority Headquarters, 550 South Main Street, Board Room - Conference Room 07-08, Orange, California.

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

Call to Order

The January 27, 2020 regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Chairman Jones at 9:04 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

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

Directors Present: Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Michael Hennessey
Mark A. Murphy
Richard Murphy
Miguel Pulido
Harry S. Sidhu
Donald P. Wagner

Director Absent: Laurie Davies
Barbara Delgleize
Gene Hernandez
Joseph Muller
Tim Shaw
Michelle Steel
Gregory T. Winterbottom
Ryan Chamberlain, District Director
California Department of Transportation District 12

Also Present: Darrell E. Johnson, Chief Executive Officer
Kenneth Phipps, Deputy Chief Executive Officer
Laurena Weinert, Clerk of the Board
Sahara Meisenheimer, Deputy Clerk of the Board
James Donich, General Counsel
Members of the Press and the General Public

Special Calendar

Orange County Transportation Authority Special Calendar Matters

1. Presentation of Resolutions of Appreciation for Employees of the Month for January 2020

Darrell E. Johnson, Chief Executive Officer (CEO), presented the OCTA Resolutions of Appreciation Nos. 2020-003, 2020-004, and 2020-005 to Jeffrey Hill, Coach Operator; Dennis Siewerd, Maintenance; and Adam Raley, Administration, as Employees of the Month for January 2020.

2. 2020 Board of Directors and Chief Executive Officer Initiatives and Action Plan

Chairman Jones opened with comments and highlighted the 2020 Board of Directors (Board) Initiatives and Action Plan as follows:

- Comprehensive Mobility Solutions;
- Regional Leadership & Public Transparency;
- Resiliency, Sustainability, and Innovation;
- Fiscal Accountability; and
- Organizational Excellence.

Darrell E. Johnson, CEO, referenced the CEO's Initiatives and Action Plan in Attachment B of the Staff Report. Mr. Johnson reported there are nine initiatives that are measured through 97 milestones and highlighted the following:

- OC Bus 2.0 and how the it interacts with Metrolink and the upcoming OC Streetcar services;
- OC Go - Next 10 Plan;
- Regional Partnerships;
- Ensure Transparency and Commitment;
- Resiliency, Sustainability, and Innovation;
- Fiscal Accountability; and
- Organizational Excellence.

Consent Calendar (Items 3 through 13)

Orange County Transportation Authority Consent Calendar Matters

3. Approval of Minutes

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to approve of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of January 13, 2020.

4. Approval of 2020 Orange County Transportation Authority Board Committees and External Agencies' Assignments

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

- A. Approve the Chairman's assignments for the 2020 Orange County Transportation Authority Board Committees comprised of the Executive, Finance and Administration, Legislative and Communications, Regional Planning and Highways, State Route 91 Advisory, Transit, and Environmental Oversight Committees.
- B. Receive the Chairman's assignments for 2020 external agencies comprised of the California Association of Councils of Governments, Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency, Mobile Source Air Pollution Reduction Review Committee, Southern California Association of Governments' Regional Council, Orange County Council of Governments, and Southern California Regional Rail Authority.

5. Fiscal Year 2019-20 Internal Audit Plan, Second Quarter Update

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to receive and file the second quarter update to the Orange County Transportation Authority Internal Audit Department Fiscal Year 2019-20 Internal Audit Plan as an information item.

6. Fiscal Year 2018-19 Annual Financial and Agreed-Upon Procedures Reports

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to receive and file the fiscal year 2018-19 annual financial statement audits and agreed-upon procedures reports as information items.

7. Same-Day Taxi Service, Internal Audit Report No. 20-503

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to direct staff to implement the recommendation provided in Same-Day Taxi Service, Internal Audit Report No. 20-503.

8. State Legislative Status Report

Director Wagner pulled this item, referenced the Staff Report, asked what direction does OCTA want to take, why does OCTA want to engage in discussions, and provided other comments related to the High-Speed Rail (HSR) project.

Director Wagner expressed zero confidence in the California HSR Authority (CHSRA) and the HSR project, as well as provided additional comments.

A discussion ensued regarding the following:

- OCTA has concerns with the pace and decisions of the HSR project investments.
- Proposition 1A (Prop 1A) defines the HSR system as Anaheim, Los Angeles, and San Francisco through the Central Valley.
- OCTA has engaged in discussions with the CHSRA on how the Anaheim and Los Angeles HSR corridor would be developed.
- For this item, OCTA seeks authority from the Board to engage in discussions with the CHSRA related to investments that OCTA participates in through Metrolink and Amtrak services.
- If beyond the Anaheim and Los Angeles components of Prop 1A, Metrolink would need to take further action.
- OCTA has Board representatives serving on the Boards of Metrolink and Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- Going forward, if there are legislative changes to the HSR investments, OCTA would seek specific input and approval from OCTA's Board.
- HSR is at least a generation away for the Central Valley segment and beyond for the Southern California segment.
- The Los Angeles Union Station is important to Metrolink service coming out of Orange County.
- Currently, the CHSRA is contemplating significant investments, a generation away for track configuration, assignment of capacity for Metrolink, Amtrak, and future HSR services.
- OCTA has Measure M2 Metrolink investments between Orange and Los Angeles counties, and OCTA wants to ensure funds invested by other agencies is consistent with OCTA's planned Metrolink investments.

A motion was made by Director Wagner, seconded by Director Sidhu, and declared passed by those present, to authorize staff to engage in discussions related to use and timing of funding for the High-Speed Rail project and seek opportunities to allow for investment in Southern California rail improvements.

9. Federal Legislative Status Report

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

10. Second Quarter Fiscal Year 2019-20 Procurement Status Report

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

11. Fourth Quarter 2019 Investment and Debt Report

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to receive and file the Quarterly Debt and Investment Report prepared by the Treasurer as an information item.

12. 91 Express Lanes Property Insurance Renewal

A motion was made by Director M. Murphy, seconded by Director R. Murphy, and declared passed by those present, to authorize the Chief Executive Officer to negotiate and execute Purchase Order No. A44160, in the amount of \$500,000, to Marsh USA, Inc., to purchase the 91 Express Lanes' property, flood, and earthquake insurance on behalf of the Orange County Transportation Authority, for the policy period of March 1, 2020 to March 1, 2021.

Orange County Local Transportation Authority Consent Calendar Matters

13. Approval to Release Request for Proposals for Traffic and Intelligent Transportation Systems Engineering Services

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

- A. Approve the use of \$991,421 of Measure M2 funds to leverage \$4,957,107 of Solutions for Congested Corridors Program funds for the Edinger Avenue Regional Traffic Signal Synchronization Program Project.
- B. Approve the use of \$590,154 of Measure M2 funds to leverage \$2,950,770 of Solutions for Congested Corridors Program funds for the MacArthur Boulevard/Talbert Avenue Regional Traffic Signal Synchronization Program Project.

13. (Continued)

- C. Approve the use of \$818,425 of Measure M2 funds to leverage \$4,092,124 of Solutions for Congested Corridors Program funds for the Warner Avenue Regional Traffic Signal Synchronization Program Project.
- D. Approve the proposed evaluation criteria and weightings for Request for Proposals 0-2018, 0-2019, and 0-2020 for the selection of consultants to provide traffic and intelligent transportation systems engineering services for the Edinger Avenue, MacArthur Boulevard/Talbert Avenue, and Warner Avenue Regional Traffic Signal Synchronization Program Projects.
- E. Approve the release of Request for Proposals 0-2018 on January 27, 2020, for the selection of a consultant to provide traffic and intelligent transportation systems engineering services for the Edinger Avenue Regional Traffic Signal Synchronization Program Project.
- F. Approve the release of Request for Proposals 0-2019 on March 23, 2020, for the selection of a consultant to provide traffic and intelligent transportation systems engineering services for the MacArthur Boulevard/Talbert Avenue Regional Traffic Signal Synchronization Program Project.
- G. Approve the release of Request for Proposals 0-2020 on May 11, 2020, for the selection of a consultant to provide traffic and intelligent transportation systems engineering services for the Warner Avenue Regional Traffic Signal Synchronization Program Project.

Regular Calendar

Orange County Transit District Regular Calendar Matters

14. OC Flex Microtransit Pilot Project: 12-Month Update

Johnny Dunning, Jr., Manager of Scheduling and Bus Operations Support, provided a PowerPoint presentation for this item as follows:

- Boardings;
- Performance Criteria;
- Productivity (boarding/per revenue vehicle hour);
- Subsidy Per Boarding;
- Subsidy Per Boarding – All Modes (Quarter 1 Fiscal Year 2019-20);
- Shared Rides;
- Connected Trips;
- Staff Recommendations;

14. (Continued)

- Expanded Service Areas;
- Huntington Beach/Westminster Zone;
- Aliso Viejo/Laguna Niguel/Mission Viejo Zone;
- Streamlined Operations;
- Pass Considerations; and
- Targeted Marketing.

A discussion ensued regarding the following:

- Vice Chairman and Transit Committee Chairman Do highlighted the Transit Committee discussions and recommendation to continue the pilot program.
- The “50 Percent Off” promotion encourages group rides to pick-up and drop-off at the same location.
- OC Flex Orange Zone is popular in the cities of Aliso Viejo, Laguna Niguel, and Mission Viejo, and there are requests to expand the service to the San Juan Capistrano Train Station.
- With the Saddleback College bus pass program coming online and the proposed OC Bus 30-day pass usage on the OC Flex, the intent is to increase ridership in the Orange Zone.
- In order to bridge the gap until the Saddleback College bus pass program comes online, Director Bartlett requested to be advised if the Orange Zone is not meeting its performance standards.
- Director Bartlett requested the OC Flex marketing materials.
- Referenced was the subsidy per boarding costs on Page 6 in Attachment A of the Staff Report.
- The operating cost to expand the pilot program is approximately \$1.2 million for both zones.
- If the OC Flex program is not continued beyond October 2020, the OC Flex vehicles could be repurposed for the OC ACCESS (Paratransit) service.
- Director Chaffee would like to see the OC Flex service expanded to north Orange County and supports the service.

A motion was made by Vice Chairman Do, seconded by Director R. Murphy, and declared passed by those present, to direct staff to extend the Board of Directors-approved one-year pilot of the OC Flex pilot project to October 2020.

Discussion Items

15. Public Comments

There were no public comments received.

16. Chief Executive Officer's Report

Darrell E. Johnson, CEO, reported on the following:

Budget Award:

- The California Society of Municipal Finance Officers awarded OCTA with its Operating Budget Excellence Award for fiscal year 2019-20 budget.
- The Finance and Administration Committee was thanked for its hard work related to the budget.
- Victor Velasquez, Manager of Financial Planning and Analysis, and his team were acknowledged for receiving the award.

Hydrogen Event:

- On Friday, January 31st at 10:30 a.m., OCTA will host an event at the Santa Ana Base to celebrate OCTA's zero-emission bus fleet and the completion of OCTA's hydrogen fueling station.
- The station will serve 10 hydrogen fuel cell, battery-electric, zero-emission buses recently added to the fleet.

Lunar New Year Event:

- On Saturday, February 1st at 8:00 a.m., OCTA will host its annual Lunar New Year event at the Irvine Metrolink Station.
- The event encourages people to take the Metrolink train to Los Angeles for the 121st Golden Dragon Parade.
- The Metrolink trains will depart from the Irvine Metrolink Station for the Los Angeles Union Station at 9:28 a.m. and 9:48 a.m.

17. Directors' Reports

Chairman Jones reported that today there was an Association of California Cities – Orange County Annual Sacramento Advocacy Trip, and that is the reason why some of the Board Members were absent from today's Board meeting.

18. Closed Session

A Closed Session was held as follows:

- A. Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiators – APN No. 095-020-19 – Authority Negotiator is Joe Gallardo. Negotiator for the Department of the Navy will be appointed by the Department of the Navy.
- B. Pursuant to Government Code Section 54956.9(a) – Conference with General Counsel – Existing Litigation; Orange County Transportation Authority v. G.B. Enterprises, et al. – OCSC Case No. 30-2018-01006472.
- C. Pursuant to Government Code Section 54956.9(a) – Conference with General Counsel – Existing Litigation; Orange County Transportation Authority v. G.B. Enterprises, et al. – OCSC Case No. 30-2018- 00978538.
- D. Pursuant to Government Code 54957.6 to discuss collective bargaining agreement negotiations with the Transportation Communications International Union (TCU) regarding the parts/stock room clerks and facilities maintenance employee unit. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and TCU representative.

There was no report out for Closed Session items letters A, B, C, and D.

19. Adjournment

The meeting adjourned at 9:53 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, February 10, 2020**, at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

ATTEST:

Laurena Weinert
Clerk of the Board


Steve Jones
Chairman



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Amendment to the Master Plan of Arterial Highways

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendations

- A. Approve the amendment to the Master Plan of Arterial Highways for South El Camino Real between Avenida Mendocino and the southern city limits from a secondary (four-lane, undivided) arterial to a divided collector (two-lane, divided) arterial. The proposed amendment will become final, contingent upon the Orange County Transportation Authority receiving documentation that the City of San Clemente has amended its general plan and has complied with the requirements of the California Environmental Quality Act.

If the City of San Clemente does not update its general plan within three years to reflect the Master Plan of Arterial Highway amendment, the contingent amendment will expire, but can be returned to the Orange County Transportation Authority's Board of Directors for reconsideration and action.



Committee Recommendations (Continued)

If the original proposed Master Plan of Arterial Highways amendment is modified as a result of the California Environmental Quality Act and/or general plan amendment process, the modified Master Plan of Arterial Highways amendment shall be returned to the Orange County Transportation Authority's Board of Directors for consideration and action.

- B. Direct the Executive Director of Planning, or his designee, to file a Notice of Exemption from the California Environmental Quality Act in support of the Master Plan of Arterial Highways amendment.
- C. Receive and file a status report on the active Master Plan of Arterial Highways amendments.



February 3, 2020

To: Regional Planning and Highways Committee
From: Darrell E. Johnson, Chief Executive Officer
Subject: Amendment to the Master Plan of Arterial Highways

Overview

The Orange County Transportation Authority administers the Master Plan of Arterial Highways, including the review and approval of amendments requested by local agencies. The City of San Clemente has requested an amendment to the Master Plan of Arterial Highways that is recommended for approval. An update on active Master Plan of Arterial Highways amendments is also provided.

Recommendations

- A. Approve the amendment to the Master Plan of Arterial Highways for South El Camino Real between Avenida Mendocino and the southern city limits from a secondary (four-lane, undivided) arterial to a divided collector (two-lane, divided) arterial. The proposed amendment will become final, contingent upon the Orange County Transportation Authority receiving documentation that the City of San Clemente has amended its general plan and has complied with the requirements of the California Environmental Quality Act.

If the City of San Clemente does not update its general plan within three years to reflect the Master Plan of Arterial Highway amendment, the contingent amendment will expire, but can be returned to the Orange County Transportation Authority's Board of Directors for reconsideration and action.

If the original proposed Master Plan of Arterial Highways amendment is modified as a result of the California Environmental Quality Act and/or general plan amendment process, the modified Master Plan of Arterial Highways amendment shall be returned to the Orange County Transportation Authority's Board of Directors for consideration and action.

- B. Direct the Executive Director of Planning, or his designee, to file a Notice of Exemption from the California Environmental Quality Act in support of the Master Plan of Arterial Highways amendment.

- C. Receive and file a status report on the active Master Plan of Arterial Highways amendments.

Background

In 2019, the Orange County Transportation Authority (OCTA) awarded the City of San Clemente (City) Bicycle Corridor Improvement Program funding for the South El Camino Bicycle Improvement Project. This project proposes to restripe South El Camino Real to provide buffered bicycle lanes, consistent with the OCTA District 5 Bikeways Strategy Report. The installation of the proposed bikeway facilities would support completion of the regional bikeways network and help expand travel choices.

To implement this project, the City submitted a letter (Attachment A) requesting to reclassify South El Camino Real on the Master Plan of Arterial Highways (MPAH) from a secondary (four-lane, undivided) arterial to a divided collector (two-lane, divided) arterial between Avenida Mendocino to the southern city limits (Attachment B). The proposed MPAH amendment has been reviewed by OCTA prior to being submitted to the Board of Directors (Board) for approval. Details on the requested amendment and an update on active MPAH amendments are provided below.

Discussion

Existing traffic volume on South El Camino Real is approximately 7,700 average daily traffic (ADT). Future volume is forecasted to be approximately 10,200 ADT, which is within the divided collector level of service “C” capacity of 15,000 ADT. Based upon the data provided by the City, future traffic volumes are expected to be accommodated with the proposed changes and are forecasted to remain at acceptable levels of service. Therefore, the requested MPAH amendment is appropriate from a long-range planning perspective and is generally consistent with the MPAH. As such, staff believes that the City has satisfied MPAH amendment requirements and recommends approval of the MPAH amendment request.

California Environmental Quality Act

Amendments to the MPAH are exempt from the California Environmental Quality Act (CEQA) review. As such, if the Board approves the recommendations, OCTA will file a Notice of Exemption from CEQA in support of the proposed amendment to the MPAH.

MPAH Status Update

As indicated in the status report in Attachment C, there are currently 26 active amendments proposed for the MPAH. In December 2019, the City of Placentia finalized Board-conditionally approved amendments on Crowther Avenue and Golden Avenue. The City of San Juan Capistrano decided not to pursue the Board-conditionally approved amendment on Ortega Highway, and the City of Newport Beach requested to remove their previously requested MPAH amendments related to the Banning Ranch development as they updated their general plan. Many of the remaining amendments are awaiting local action to amend their respective general plans. Others are either under review, are in the cooperative study process, are pending resolution of issues with other agencies, or are awaiting refinement of development plans.

The status report includes an update regarding the Memorandum of Understanding (MOU) C-6-0834. This MOU was established in 2006 to address the designation of the proposed Garfield-Gisler Bridge (Bridge) as a right-of-way reserve facility. Per the MOU, the cities of Costa Mesa, Fountain Valley, and Huntington Beach are responsible for implementing strategic improvements to offset the need for the Bridge through 2020. To date, reasonable progress has been made on implementation of the improvements; however, the cities agreed to continue monitoring the need for remaining improvements in lieu of the Bridge. Therefore, at the request of the cities, the MOU will be extended, and the designation of the Bridge will be determined by the end of 2026.

Summary

The City has requested an amendment to the MPAH. Based upon the information provided by the City, the requirements of the MPAH have been satisfied, and Board approval of staff's recommendations is requested. A summary of active MPAH amendments is also provided for Board review.

Attachments

- A. Letter from Tom Bonigut, Public Works Director/City Engineer, City of San Clemente, to Kurt Brotcke, Director, Strategic Planning, Orange County Transportation Authority, Dated October 29, 2019, RE: Request for an Interim Approval to Amend the Master Plan of Arterial Highways (MPAH) for South El Camino Real (Avenida Mendocino to southern City limit)
- B. City of San Clemente, MPAH Amendment Request
- C. Status Report on Active Master Plan of Arterial Highways Amendments

Prepared by:



Stephanie Chhan
Transportation Analyst
(714) 560-5572

Approved by:



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



City of San Clemente Public Works Department

Tom Bonigut, Public Works Director/City Engineer
(949) 361-6187; BonigutT@san-clemente.org

October 29, 2019

Kurt Brotcke
Director of Strategic Planning
Orange County Transportation Authority
550 S. Main Street
Orange, CA 92863-1584

RE: Request for an Interim Approval to Amend the Master Plan of Arterial Highways (MPAH) for South El Camino Real (Avenida Mendocino to southern City limit)

Dear Mr. Brotcke:

The City of San Clemente is requesting an interim approval from OCTA to amend the Master Plan of Arterial Highways (MPAH) for South El Camino Real from Avenida Mendocino to the southern City limit.

South El Camino Real is currently classified on the 2019 MPAH as Secondary Arterial which can accommodate 10,000 to 20,000 ADT. This MPAH amendment request is to revise the classification to a Divided Collector Arterial, which is defined by OCTA as a Secondary Arterial with a reallocation of pavement width to emphasize bicycle and pedestrian use, and which can accommodate about 15,000 ADT at level of service (LOS) "C."

The City Council approved submittal of the South El Camino Bicycle Improvement Project under OCTA's Bicycle Corridor Improvement Program (BCIP), and the City's application was subsequently approved by the OCTA Board. This project will restripe South El Camino Real, from Avenida Mendocino to the southern City limit from four vehicle lanes to two vehicle lanes with a center turn lane which can accommodate existing and future forecast traffic. The conceptual striping plan is attached for reference. This project area is identified as part of Corridor A in the OCTA District 5 Bikeways Strategy Report, and the project will modify the existing roadway to implement a pavement delineation plan which adds buffered bicycle lanes where no bicycle lanes currently exist, consistent with the OCTA District 5 Bikeways Strategy Report. The current ADT on this segment of South El Camino Real is 7,700 (January 2019). The future 2040 forecast ADT is approximately 10,200, which is within the acceptable LOS for a Divided Collector arterial per the MPAH.

Current and projected traffic volumes on this segment of South El Camino Real Camino can be accommodated by the proposed MPAH amendment request without impacts to the LOS and MPAH system. This amendment will facilitate modifying the lane configuration to allow implementation of the proposed project under the recent BCIP grant approval.

The City respectfully requests that OCTA consideration and interim approval of this MPAH amendment request. The City appreciates past OCTA approvals of similar request, and the City is currently in progress to finalize those interim approvals with a City General Plan Amendment.

Please contact me if you have any questions or need any additional information for this MPAH amendment request.

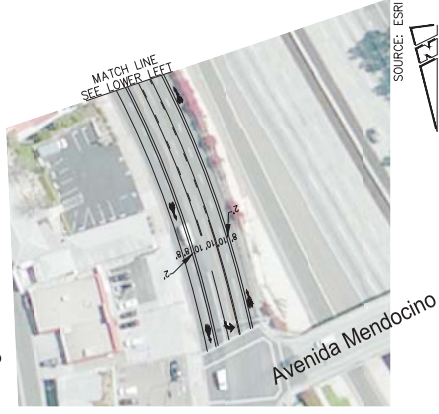
Sincerely,



Tom Bonigut, P.E.
Public Works Director/City Engineer

Attachment: Conceptual Striping Plan

Segment 24



Segment 24



Segment 25

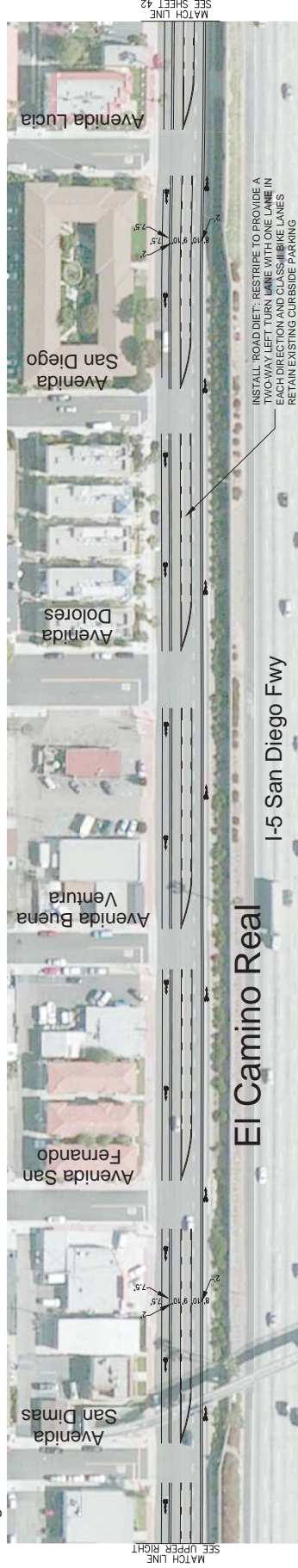


Orange County District 5 Bikeway Feasibility Study		Corridor A: Pacific Coast Highway		SCALE	1"=50'
Seg. 24: El Cam. Real (Ave Cordoba to Ave Magdalena), San Clemente, CA		Conceptual Striping Plan		SHEET NO.	
Seg. 25: El Cam. Real (Ave Magdalena to Christianitos Rd), San Clemente, CA		Orange County Transportation Authority 550 S. Main Street Orange, CA 92668		40 / 42	
KOA CORPORATION PLANNING & ENGINEERING		2141 W. Orangewood Avenue Suite A Orange, CA 92668			

Segment 25



Segment 25



 KOA CORPORATION PLANNING & ENGINEERING	2141 W. Orangewood Avenue Suite A Orange, CA 92868	 Orange County Transportation Authority 550 S. Main Street Orange, CA 92868	Conceptual Striping Plan	Orange County District 5 Bikeway Feasibility Study Corridor A: Pacific Coast Highway Seg 25: El Camino Real (Avenida Magdalena to Cristianitos Rd) Avenida San Luis Rey to Avenida Lucia, San Clemente, CA
SCALE 1"=50' SHEET NO. 41 / 42				

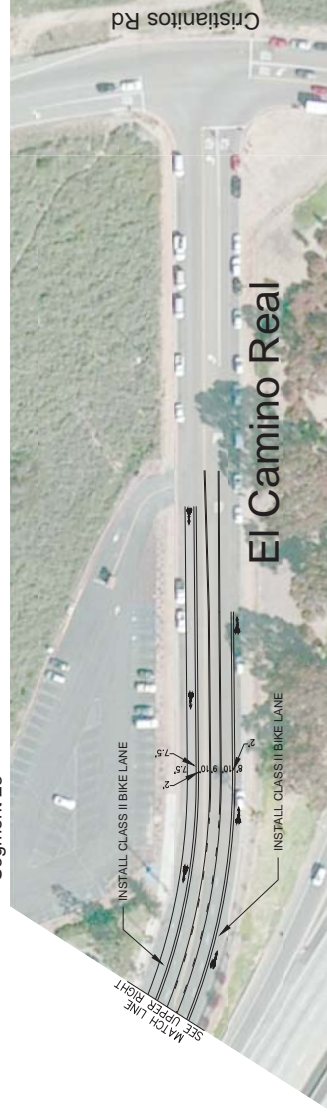
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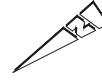
SOURCE: ESRI



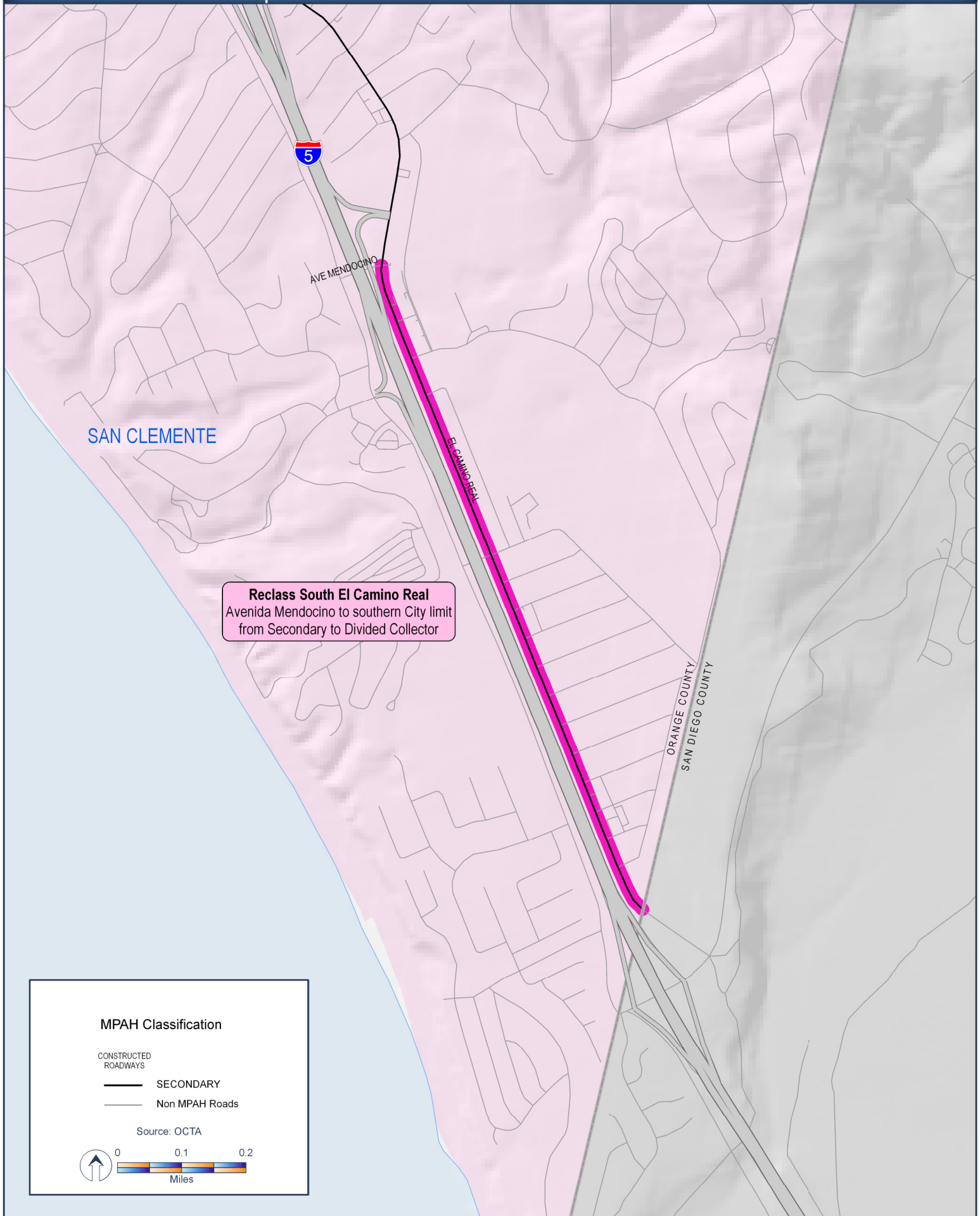
Segment 25



SOURCE: ESRI



 KOA CORPORATION PLANNING & ENGINEERING 2141 W. Orangewood Avenue Suite A Orange, CA 92868	 Orange County Transportation Authority 550 S. Main Street Orange, CA 92868	Conceptual Striping Plan	Orange County District 5 Bikeway Feasibility Study Corridor A: Pacific Coast Highway Seg 25.: El Camino Real (Avenida Magdalena to Chistianitos Rd) Avenida Carmelo to Cristianitos Rd, San Clemente, CA SCALE 1"=50' SHEET NO. 42 / 42
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Status Report on Active Master Plan of Arterial Highways Amendments

	City	Street	From	To	Type of Amendment	Status
1	Costa Mesa	Bluff Road	19th Street	Victoria Street	Delete	On hold pending final consensus on Banning Ranch Circulation Plan.
2	Costa Mesa	19th Street	Placentia Avenue	West City Line	Reclassify from Primary to Divided Collector	Pending technical review and coordination with affected agencies.
3	County of Orange/ Lake Forest	Santiago Canyon Road	SR-241 NB ramp	Live Oak Canyon	Reclassify from Primary to Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
4	County of Orange/ Irvine	Jeffrey Road	SR-241	Santiago Canyon Road	Delete	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
5	County of Orange	Black Star Canyon	Silverado Canyon Road	Orange/Riverside County Line	Delete	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
6	County of Orange	Esperanza Road	Imperial Highway (SR-90)	Fairmont Boulevard Connector	Reclassify from Major to Primary	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
7	County of Orange	Fairmont Boulevard Connector	Esperanza Road	Fairmont Boulevard	Reclassify from Major to Primary	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
8	Huntington Beach	Delaware Street	Atlanta Avenue	Pacific View Avenue	Delete as a Secondary	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
9	Huntington Beach	6th Street	Main Street	Lake Street	Reclassify from Secondary to Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
10	Huntington Beach/ County of Orange	Graham Street	South of Slater Avenue	Current Terminus	Delete	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
11	Huntington Beach/ County of Orange	Talbert Street	West of Springdale Street	Current Terminus	Delete	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.

Status Report on Active Master Plan of Arterial Highways Amendments

	City	Street	From	To	Type of Amendment	Status
12	San Clemente	N. El Camino Real	Avenida Pico	Camino Capistrano	Reclassify from Secondary to Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
13	San Clemente	Camino Del Rio	Camino De Los Mares	Avenida La Pata	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
14	San Clemente	Camino De Los Mares	Camino Vera Cruz	Camino Del Rio	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
15	San Clemente	Camino Mira Costa	Camino De Estrella	Camino Capistrano	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
16	San Clemente	Camino Capistrano	Del Gado Rd	Coast Hwy/ N. El Camino Real	Reclassify from Secondary to Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
17	San Clemente	S. El Camino Real	Avenida Mendocino	Southern City Limit	Reclassify from Secondary to Divided Collector	This amendment is being presented for Board consideration.
18	Santa Ana	Fourth Street	French Street	Grand Avenue	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
19	Santa Ana	Santa Ana Boulevard	Raitt Street	Flower Street	Reclassify from Major to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
20	Santa Ana	Santa Ana Boulevard	Flower Street	Ross Street	Reclassify from Major to Primary	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
21	Santa Ana	Santa Ana Boulevard	French Street	Santiago Street	Reclassify from Primary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.

Status Report on Active Master Plan of Arterial Highways Amendments

	City	Street	From	To	Type of Amendment	Status
22	Santa Ana	Citywide	N/A	N/A	N/A	Coordinating with City of Santa Ana staff on potential changes.
23	Westminster/Garden Grove	Garden Grove Boulevard	I-405/SR-22 westerly ramps	Edwards Street	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
24	Westminster	Edwards Street	Garden Grove Boulevard	Trask Avenue	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
25	Westminster	Trask Avenue	Edwards Street	Hoover Street	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
26	Westminster	Hoover Street	Garden Grove Boulevard	Bolsa Avenue	Reclassify from Secondary to Divided Collector	The amendment was conditionally approved by the Board. Waiting for documentation confirming completion of CEQA and general plan change.
MOU						
	Costa Mesa/ Fountain Valley/ Huntington Beach	Garfield Avenue/ Gisler Avenue Crossing over the Santa Ana River	Santa Ana River Westbank	Santa Ana River Eastbank	Reclassify from Secondary to Right-of-Way Reserve Status	The cities of Costa Mesa, Fountain Valley, Huntington Beach, and OCTA entered a MOU (C-6-0834). Reasonable progress has been made on implementation of 19 of the 25 mitigation measures that were specified. OCTA is working with the cities to amend the MOU to determine the designation of the segment by the end of 2026.

Acronyms

Board - Board of Directors

CEQA - California Environmental Quality Act

I-405 - Interstate 405

MOU - Memorandum of Understanding

N/A - Not Applicable

NB - Northbound

OCTA - Orange County Transportation Authority

SR-22 - State Route 22

SR-241 - State Route 241

SR-90 - State Route 90



February 10, 2020

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for the Development, Hosting, License, and Maintenance of a Mobile Ticketing Application

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for the development, hosting, license, and maintenance of a mobile ticketing application. The Orange County Transportation Authority's current vendor for mobile ticketing has provided notification that it will be exiting the market over the next two years. A draft request for proposals has been developed to initiate a competitive procurement process to retain a firm for the development and implementation of a new mobile ticketing application.

Recommendations

- A. Approve the proposed evaluation criteria and weighting for Request for Proposals 0-2067 for the development and implementation of a new mobile ticketing application.
- B. Approve the release of Request for Proposals 0-2067 to select a firm to provide the development and implementation of a new mobile ticketing application.

Background

On July 13, 2015, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved an agreement with moovel North America, LLC (moovel) to develop, host, license, and maintain a mobile ticketing application that is used to purchase and display fare products. OCTA's current agreement with moovel expires on December 31, 2020. The current agreement provides OCTA the opportunity to exercise a two-year option term beginning January 1, 2021 through December 31, 2022.

Discussion

On January 28, 2020, moovel notified OCTA regarding its decision to restructure its business and no longer support OCTA's mobile ticketing application beyond December 2021. Despite moovel's offer to support OCTA's application through December 2021, it is important for OCTA to move immediately to find a long-term solution for its mobile ticketing application in order to ensure the continuity of a mobile payment solution for its customers.

Authorizing a Request for Proposals (RFP) for the development and implementation of a new mobile ticketing application is necessary to begin the process of retaining a new firm that can provide a mobile payment solution for the long-term. The immediate focus of the new application will be to support the functionality provided in the current application in order to provide a seamless experience for OCTA's transit riders. Along with the existing functionality of the mobile application, additional features are included in the scope of work to further enhance the user experience and will be implemented during the initial term of the new contract.

Procurement Approach

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

The proposed evaluation criteria and weightings are as follows:

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

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm is weighted the highest at 30 percent as the firm must demonstrate experience implementing similar mobile ticketing applications for transit agencies that are similar in size to OCTA. Staffing and project organization is weighted at 25 percent as the firm must indicate the level of expertise and involvement for the roles of the proposed project team. Work plan is also weighted at 25 percent as the firm must be able to meet the functional and technical requirements established for the mobile ticketing application as specified in the

Approval to Release Request for Proposals for the Development, Hosting, License, and Maintenance of a Mobile Ticketing Application

Page 3

scope of work. Cost is weighted at 20 percent to ensure that OCTA receives value for the services provided.

The contract term for this procurement will be a five-year initial term with two, two-year option terms. The total cost for the initial term is anticipated to be approximately \$1,400,000.

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

Fiscal Impact

Funds for the procurement of the new mobile ticketing application will be amended in OCTA's Fiscal Year 2019-20 Budget at the time of award.

Summary

Board approval is requested to release RFP 0-2067 to select a firm for the development and implementation of a new mobile ticketing application and the approval of the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 0-2067, Mobile Ticketing Application

Prepared by:



Sam Kaur
Department Manager,
Revenue and Grants Administration
714-560-5889



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

Approved by:



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

DRAFT REQUEST FOR PROPOSALS (RFP) 0-2067

MOBILE TICKETING APPLICATION



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

Key RFP Dates

Issue Date:	February 10, 2020
Pre-Proposal Conference Date:	February 18, 2020
Question Submittal Date:	February 21, 2020
Proposal Submittal Date:	March 3, 2020
Interview Date:	March 25, 2020

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	14
EXHIBIT A: SCOPE OF WORK.....	17
EXHIBIT B: COST AND PRICE FORMS	18
EXHIBIT C: PROPOSED AGREEMENT	22
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	23
EXHIBIT E: CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM	25
EXHIBIT F: SAFETY SPECIFICATIONS	30
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	35



February 10, 2020

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 0-2067: “MOBILE TICKETING APPLICATION”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites proposals from qualified consultants to develop and implement a new mobile ticketing application. The budget for this effort is \$1,400,000 for a five-year initial term.

Proposals must be received in the Authority’s office at or before 2:00 p.m. on March 3, 2020.

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: Iris Deneau, 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: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, 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.

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

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

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

To receive all further information regarding this RFP 0-2067, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Fare Collection Equipment
Maintenance Services -
Equipment
Professional Consulting

Commodity:

Fare Collection Equipment
Fare Collection Equipment
Service
Fare Collection Consulting

A pre-proposal conference will be held on February 18, 2020 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established March 25, 2020 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

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

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

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

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 18, 2020 at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. AUTHORITY CONTACT

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

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@octa.net

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

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

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and must be received by the Authority no later than 5:00 p.m. on February 21, 2020.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than February 26, 2020. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior Contract Administrator.

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

Category:

Fare Collection Equipment
Maintenance Services -
Equipment
Professional Consulting

Commodity:

Fare Collection Equipment
Fare Collection Equipment
Service
Fare Collection Consulting

Inquiries received after 5:00 p.m. on February 21, 2020 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on March 3, 2020.

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: Iris Deneau, 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: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, 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 Proposals

Offeror shall submit an **original and six (6) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

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

G. PRE-CONTRACTUAL EXPENSES

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

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

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

H. JOINT OFFERS

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

I. TAXES

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

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

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

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships,

or contracts, an Offeror is unable, or potentially unable, to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

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

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

M. CODE OF CONDUCT

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

SECTION II: PROPOSAL CONTENT
SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Iris Deneau, Senior Contract Administrator, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, telephone and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience, and References of Offeror

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

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

Offeror to:

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

b. Proposed Staffing and Project Organization

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

Offeror to:

- (1) Detail how the Offeror intends to complete the project including the team assigned to the project, the proposed project schedule, and proposed training.
- (2) 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.
- (3) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (4) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (5) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

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

Offeror to:

- (1) Detail its understanding of the project and the required solution. This section should detail the proposed technical solution and illustrate how it will meet the functional requirements as established in the Scope of Work and Technical Specifications.
- (2) Describe the approach to completing the tasks specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.

- (3) Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- (4) Furnish a project schedule for completing the tasks in terms of elapsed weeks.
- (5) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (6) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (7) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

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

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

the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. **Cost and Price Proposal**

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

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

5. **Appendices**

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

B. **FORMS**

1. **Campaign Contribution Disclosure Form**

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

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

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

Offeror is required to submit only **one (1)** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

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

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

3. Proposal Exceptions and/or Deviations Form

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

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

- 1. Qualifications of the Firm 30%**
 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.
- 2. Staffing and Project Organization 25%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
- 3. Work Plan 25%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- 4. Cost and Price 20%**
 Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

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

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established March 25, 2020 as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion.

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

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

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

C. AWARD

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the Authority's Board of Directors for consideration and selection. 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.

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

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

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK
Mobile Ticketing Application

Project Overview

The Orange County Transportation Authority (Authority) currently operates an OC Bus mobile application which enables riders the ability to present and validate media on all routes. The active fleet consist of 505 vehicles with an additional 20 vehicles serving as part of the contingency fleet for 59 fixed routes. Each vehicle is equipped with INIT validators enabling the 2D barcode validation for users of the mobile application.

As the current mobile provider commences to exit the market, the Authority is seeking to replace the existing mobile ticketing solution (Solution). The replacement Solution must provide the same barcode-based mobile ticketing functionality provided by the Authority's current OC Bus mobile application. To remain consistent, the Authority will continue to leverage the existing validating infrastructure, in which the selected Solution will utilize to validate media.

The proposed Solution shall continue to provide Authority's passengers with reliable, secure, intuitive interfaces for various ticket types. In addition, the Solution shall provide "ease of use" functionality in fare enforcement and allow for passengers' seamless travel throughout the OC Bus system and other services developed during the life of the contract, such as the OC Streetcar.

The current guiding principles for the mobile solution have been identified as follows:

- Replace the existing mobile application solution as a stand-beside to the current fare system with a Solution capable of integrating with the current mobile validation infrastructure
- Integrate with existing INIT validating equipment through the web services connectivity (https) from the vehicle to the Solution's automated programming interfaces (API) or software development kit (SDK)
- Provide a back-end service configured to run in two (2) modes enabling for both an online and offline validation mode
- Continue the current level of functionalities offered to the Authority's riders and administration

Project Goals and Objectives

The procurement and implementation of the Solution is designed to meet the existing service with minimal impact or service disruption to the Authority's current mobile users.

The Authority's goal for the Solution include:

1. Functionality:

Replace existing mobile solution while maintaining these high-level functionalities:

- a. Provide both a visual and integrate mobile ticket that utilizes the existing INIT Proxmobile3 validators for 2D barcode validation (will consider NFC)
- b. During validation, Solution must have the ability to pull data points from INIT, specifically the CAD/AVL data points, to report on the transaction location
- c. Solution must have the ability to tap into users' phone setting to automatically brighten their screen when barcode is launched for 2D barcode validation
- d. Mobile solution must provide a hosted back-end with configurable user level access
- e. Online user portal and application user interface with the ability to view purchase history, update payment card, update personal information, view active tickets, access quick links connecting to OC Bus services such as trip planner, frequently asked questions (FAQ), additional relevant links, and mobile language support options
- f. A customer service user interface enabling the ability to conduct several administrative functions, such as; account activation/deactivation, pass deactivation, issuing courtesy tickets
- g. Reduced or Free Fare – Available to only prequalified riders using the application
- h. The application must have the ability offer various type of media; One-way Fare, Day, Multiple Day and Promotional Pass Types
- i. Offer and Expandable Institutional Program – Available to only prequalified riders using the application which will include a mechanism in place not only to prequalify riders, but to distribute semester passes, along with reporting capabilities of all passes distributed
- j. The Authority must have the ability to add, remove, and edit fare catalog without the need to request change(s) from Consultant; this includes dates and times of media activation
- k. The application must have an option(s) to provide mobile riders with loyalty rewards such as; promotional codes, buy one get one. May be available after full system deployment.
- l. Transactional, Ridership, and User System Reporting – Both canned and custom reporting with additional capabilities to automated direct data extracting
- m. Solution shall meet current needs and provide a transition path from the existing Solution to the next Solution
- n. Solution shall not use technologies that do not integrate via SDK or API, are not scalable, and/or require additional hardware on vehicles for validation

- o. Continue to stimulate growth in ridership with an easy to use mobile application user interface
- p. Funds must be deposited to the Authority's concentration account no later than 24 hours of initial transaction date and time
- q. Consultant may use its contracted payment processor, but Solution shall also support the Authority's current payment processor if desired

2. Security:

Replacement Solution must maintain a high level of security features:

- a. Bar code images must be secured via encryption using both cryptographical and private key generation for security or other method to ensure the integrity of issued tickets
- b. Additionally, Solution must contain a variety of security features to allow for applicable Transit Agency personnel to easily visually and electronically identify invalid, expired, or fraudulent mobile tickets
- c. Data security for Solution, system, and interfaces shall employ the most current industry and U.S. government security techniques to include IPS, IDS, vulnerability scanning & remediation, patch management, access controls, and encryption (AES and other modern encryption techniques) to ensure that all data is safeguarded from unauthorized access or use, and programs are protected from any known cyber-attack or computer virus
- d. Data security for Solution, system, and interfaces shall employ the most current industry and U.S. government techniques such as AES, 3DES, etc. to ensure that all data is safeguarded from unauthorized access or use, and programs are protected from any known cyber-attack or computer virus
- e. All Personally Identifiable Information (PII) or Payment Card Industry (PCI) relevant data transmissions must be encrypted and meet all California state and federal requirements
- f. The Consultant should describe data storage and network protection methodologies to include an incident management response plan
- g. The Consultant should describe privacy policy and handling of PII
- h. All elements of the system will comply with the Authority's privacy policy (<http://www.OCTA.net/disclaimer/>)
- i. The Consultant shall provide a plan as part of the proposal for monitoring, controlling, and updating security and encryption tools on an ongoing basis.

3. Data Management:

- a. All data generated by the reader including all fare transactions at the reader will be sent in transactional form to both the Authority's central data warehouse and the Solution's backend on the daily basis.
- b. The Consultant should be able to process reduced fare and college passes sent from the Authority's data warehouse to validate customer boarding.
- c. The Consultant should provide support on the availability, accessibility and integrity of their data.
- d. All data generated will be stored in Consultant's central data warehouse. The data warehouse will collect data from all back-office modules to provide a central source for agency reporting.
- e. The Authority will have administrative access to database with no usage or ownership restrictions, in addition to full access to canned reports
- f. As part of implementation, the Consultant will deliver a full data dictionary and schema for the data warehouse. The Authority will have read-level access to the data warehouse through a secure connection. This interface will provide the ability to query the database directly, export data in a variety of formats, and establish a connection to a third-party reporting tool for use in custom reporting.
- g. Data will be fully available to the Authority with no usage or ownership restrictions.
- h. All data collected, processed, and transmitted by the readers are owned by the Authority. If any encryption device or algorithmic masking formula is applied to achieve data security at the collection source, then a utility program must be provided which can be applied to the encrypted data to de-encrypt the data into a readable and portable (e.g., ASCII or a database file/table) format unless such data would conflict with PCI and EMV compliance.

4. Reporting:

- a. The back-office will include a robust reporting tool that generates canned and custom reports. The reporting tool will allow the viewing, running, and scheduling of predefined reports, as well as the creation of custom reports.
- b. The reporting interface will be a website dashboard that will be viewable in both desktop and mobile platforms
- c. A set of canned reports will be developed and defined during system design. These reports will include, but are not limited to:
 - I. Validation/ridership reports
 - II. Sales Transaction, Deposit, Refund, and Courtesy reports
 - III. User access report
 - IV. Software status reports
 - V. System performance reports

5. User Access Management:

- a. The Consultant's back-office will include a User Access Management tool that will control and configure user access privileges to each module or component of the system provided by the Consultant
- b. The User Access Management tool will provide password control for individual users and groups or subsets of users.

6. Mobile Ticketing Integration:

It will be the joint responsibility of the INIT, the Authority, and Solution Consultant to provide full integration between the Solution-supplied mobile ticketing system and the on-board readers. The Consultant will implement the client side of the APIs or SDKs. The service side of the APIs and their documentation/specification are fully in context of the Solution contract with the Authority. Only the mobile barcode ticket validation (2D barcodes) is in scope of this project. The reader's configuration parameters shall be changed with INIT's parameter management and not via the Solution API or SDK.

- a. This will be a collaborative effort between the INIT and Consultant utilizing the Solutions APIs or SDK provided by Consultant to enable interaction with the individually supplied components and software.
- b. The Consultant has the responsibility to provide to the INIT a full and complete set of APIs or SDK to enable functional operability and full integration of the INIT's supplied smartcard reader and the Solution. The APIs or SDK will enable the readers to communicate with both smart phone with the mobile ticketing application and the Consultant's backend to ensure validation.
- c. INIT will be responsible for working closely and cooperatively with the Consultant during early design phase to implement the APIs or SDK. It is likely that the INIT will provide input to finalization of the APIs or SDK, providing suggested modifications where necessary to improve the APIs or SDK and facilitate their implementation on INIT's readers and data system, notwithstanding that ultimate responsibility to define the APIs will rest with Consultant (subject to approval of the Authority) and INIT will be fully responsible to implement the approved APIs or SDK.
- d. The intent of the API is to provide an open system for addition of readers to support the mobile ticketing application. The APIs or SDK will be fully licensed for use by OCTA in conjunction with the mobile ticketing system.
- e. The APIs or SDK will include the specifications for routines, data structures, object classes, and protocols used to communicate with the mobile application. The API's

will also define the necessary message set to enable the Consultant's backend to supply the INIT's system with all the necessary configuration information as applicable.

- f. The functionality enabled by the reader's integration with the APIs or SDK will include but not be limited to all activity required to facilitate reading, processing, and logging a boarding with the Solution, this includes the downloading of configurations (where applicable), business rules, whitelists and hotlists, the full set of possible interactions with the mobile application, the reader responses including display and sound, and the uploading of transactional data.
- g. The Consultant will fully support applicable Authority business rules, in addition to standard fare policies and fare products similarly used by major transit agencies. Additional fare media (e.g. open payment, agency cards) are future enhancements to the system and not applicable under this scope of work; however, the Consultant's reader shall be capable of accepting additional media and products.
- h. The Consultant's pricing should anticipate that a level of development, testing, and implementation effort will be required to identify, develop, and fully implement all necessary APIs. The APIs are language-independent, that is, written in a way that it can be called from several programming languages.
- d. Canned reports will be available as soon as the data is transmitted from the devices, or 24 hours later at maximum (given that communications are available).
- e. The Authority will have administrative access to the reports database with no usage or ownership restrictions, in addition to full access to canned reports.

All data will be held in a standard commercial database satisfactory to the Authority and will be accessible by standard commercial SQL query tools for which the Consultant supplies to the Authority with the schema. Data that is encrypted at the reader level, if any, will be encrypted according to the standards established for those media and will not be de-encrypted at any point.

7. Mobile Ticketing Project Overview:

The Solution shall be rolled out in three phases: The first phase will be tested on a selected view mobile application with the initial phase centered around the rollout of mobile ticketing for selected riders as the current system is phased out. The first phase will be completed once the solution is release for both the Android and IOs platforms and Authority bus fleet, consisting of 525 fixed route vehicles, are actively accepting full release of the Solution. The second phase will to ensure service meets the existing level of service for all pass types and programs currently supported for the duration of the contract and provide additional support to additional services, such as the OC Streetcar. The third and final phase will be to transition the Solution with the service selected with the next fare collection system. The next fare collection system

estimated to be operational by late 2023 or early 2024 subject to OCTA Board approval.

8. Implementation Approach:

The Authority will implement the Solution in phases, building on the successes and progression of each previous phase. The implemented solution will be a fully hosted solution following a Software as a Service (SaaS) model.

9. Project Schedule:

The full system is expected to be in revenue service approximately six (6) to nine (9) months after Notice to Proceed.

The Consultant shall provide a proposed project schedule for delivery of the Solution. The Consultant shall also describe how the schedule will be tracked and reported to the Authority and what mitigation efforts will be used if the project falls behind schedule.

The schedule will be based on the Solution schedule, which is shown below, with readers being updated in Phase I.

Phase I – Initial system setup and transition from existing application to the new solution by collaborating with INIT in order to update the onboard mobile validators. Estimated one (1) to five (5) months.

Phase II - System-wide rollout and system maintenance with approximately 556 buses. System shall support all current media and institutional programs. Estimated six (6) to nine (9) months.

Phase III – Transition Solution into an integrated solution with the next fare collection system. Estimated three (3) to three-and-a-half (3.5) years from initial award of this contract.

The schedule should assume a notice to proceed date agreed upon by the Authority Project Manager and Consultant to include at a minimum the following elements for each proposed phase:

1. Needs analysis
2. Design
3. Design submittal
4. Design approval
5. Readers (updating/programming)
6. Acceptance testing
7. System acceptance Training
8. Metrics reporting

TASKS

1. Task 1: Project Management

As part of the Solution, the Consultant shall provide the following project management services throughout the implementation of the Solution, and the subsequent integration/transition of the Solution with the Authority's next fare collection system.

- Regular Project Status Team Meetings including Agenda and Meeting Minutes for each meeting
- Regular Project Status Reports and Schedule Updates
- Regular Action Items/Issues Log Reviews and Updates
- Regular Risk Management Plan Review and Updates

The Consultant shall provide an experienced Project Manager to perform the following services throughout the implementation of the Solution, and the subsequent integration/transition of the Solution with the Authority's next fare collection system:

- Manage deliverables for each phase of the project
- Be the Authority's single point of contact for all communication regarding work under this contract.
- Coordinate all tasks with the designated Authority Project Manager.
- Communicate regularly with the Authority's Project Manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule, or other success factors, as well as unique issues that may surface.
- Obtain signed Authority acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.
- Establish and lead the project team to manage the mobile ticketing application system project.

2. Task 2: Implementation/Deployment

The Consultant shall provide a multi-phased deployment approach. The following capabilities must be available in the Solution and be available for the Authority to deploy in its timeline.

The following phases/tasks must be adhered to and specified phase deliverables produced by the Consultant as part of delivering a fully functional and tested mobile ticketing application:

a. Task 2.1: Project Initiation

The Consultant must meet with Authority project management and business area stakeholders for project planning, including review of proposed schedule, roles, and responsibilities, conduct complete review of functionality to be delivered, and other project activities.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Project Resource Plan (Draft)
- Risk Management Plan (Draft)
- Project Kick Off Meeting (Consultant and the Authority)

b. Task 2.2: Design

The Consultant shall gather technical requirements and provide a detailed design, beginning with on-site assessment and discussions with affected Authority departments. It will include but not be limited to the following activities:

- Determine how the hardware (if any) and systems will be installed with exiting validating equipment
- Determine application presentation and user interaction including layouts and screenshots
- Determine how the solution will be managed on the backend
- Determine interactions with other systems (Trip planners, FAQ, etc.)

The Consultant shall provide the following deliverables and perform the following actions during this task:

- On-site Assessment; documentation of findings
- System Detailed Design
- System Implementation and Resource Plan (Final)
- Risk Management Plan (Final)
- Application Branding (to Authority specifications)
- Final Project Schedule

c. Task 2.3: Development

The Consultant shall develop and install all applications within a test environment so configuration and testing of the required functionality can be started. The engineering of validation hardware must be completed and a prototype available for testing.

The Consultant shall do the initial set-up and configuration, to allow testing and any required changes if needed.

The Consultant shall prepare and plan the rollout of the system, which includes training all Information Systems (IS), maintenance, administrators, and operational staff who will have a role in the support.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Mobile ticketing application
- Validation of API
- Test Environment
- Inspection of API
- Test Procedure/Plan including use cases; test scripts
- Training Plan (Draft)
- Maintenance & Support Responsibility Matrix (Draft)

d. Task 2.4: Integration Testing

The Consultant shall integrate and test the Solution with the Authority's assistance to ensure all required functionality is available and working as described in this document.

Testing will not be accepted until all functional requirements of the newly implemented mobile ticketing application system have been fully tested and approved by the Authority's project team.

The Consultant shall provide a test procedure document with test scripts for review and acceptance by the Authority, with the appropriate updates and/or revisions based on previous phase implementation findings.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results, with Test Failure Log & Remediation Plan
- Training Plan (Final)
- Maintenance & Support Responsibility Matrix (Final)
-

e. Task 2.5: Training, Marketing and Outreach

The Consultant shall develop the training materials, marketing approach, and customer outreach.

The Consultant shall, with the Authority's assistance, develop training materials that will provide a basis to help instruct Authority customers on the easiest and most efficient way to use the system.

The Consultant shall develop a Marketing and Outreach plan with recommendations for a successful launch of mobile ticketing based on the Consultant's expertise. However, the Consultant shall not lead or customer outreach effort.

The Consultant shall provide high quality images for use in marketing materials, informational copy explaining how to use the system, and assist with motion graphics and other marketing materials needed to educate and promote the solution including branding of the application.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Marketing & Customer Outreach Plan
- User Training Plan and Documentation

f. Task 2.6: Deployment

Deployment may commence only after all testing issues and errors have been corrected to the Authority requirements. The Consultant shall install the hardware and software in the live environment and conduct training so that all pupils are knowledgeable and understand their role in managing the system.

If the Consultant's Solution required hardware to be installed on the Authority's vehicles, then the Consultant shall provide and install a first article of all onboard vehicle equipment of each vehicle type (e.g. Bus, Streetcar Platform, Shuttle, Van, etc.). The Authority will oversee, in conjunction with the Consultant, the installation of these first articles. After Authority inspection and approval of the first article of each different vehicle type, the Consultant shall proceed with installation based on the approved methodology and under Authority's quality assurance procedures.

The Consultant shall provide the following deliverables and perform the following actions during this task:

Deployment of all application software systems

- Delivery of all Documentation (Final)
- Integration of Trip Planning System
- Go Live Schedule and Transition Plan
- Security Certification Audit
- Training Conducted
- Acceptable First Articles provided

g. Task 2.7: Limited Rollout

The Authority will conduct a live test of the Solution with a limited and controlled

number of users. This limited testing will last at least thirty (30) days, during which the Authority will report to the Consultant any anomalies and performance issues. Issues determined by the Authority to require resolution prior to go-live must receive immediate attention and resolution from the Consultant. Issues determined by Authority to be less critical may be resolved on a schedule mutually agreed upon by the Authority and the Consultant.

The Consultant shall provide the following deliverables during this task:

- Limited Test Results & Test Failure Log
- Remediation Plan

h. Task 2.8: System Acceptance

The monitoring period will end after final acceptance and sign-off by the Authority.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Activation of Warranty & Maintenance processes and services
- Review of Lessons Learned Session

i. Task 2.9: Go-Live

The Consultant shall monitor the Solution for the first thirty (30) days of live revenue service and respond to issues so they are quickly resolved. The Authority may at its sole discretion extend this monitoring period until all issues are resolved.

The Consultant shall provide the following deliverables during this task:

- Final Action Items & Issues Log showing all items have been closed
- Revised (final) copies of all required documentation

3. Task 3: Post Go-Live Warranty and Support

After System Acceptance and sign-off by the Authority, the Consultant must provide a warranty period of one (1) year and will assist the Authority in troubleshooting and correcting any issues the Authority is unable to complete on its own. Any bug detected during that period must be fixed by the Consultant before the end of the warranty period.

Maintenance and support pricing and contractual terms will be negotiated prior to contract signing and will be a separate line item in the final contract. The Consultant should provide a copy of its standard Service Level Agreement (SLA) terms for the Authority to review as part of this proposal.

The Consultant shall at the beginning of the support year provide its latest PCI Compliance Audit.

The Consultant shall provide the following deliverables and perform the following actions during this task:

- Warranty Period Final Action Items & Issues Log showing all items have been found and closed
- Finalized copies of all required documentation (updated for issue fixes)
- PCI Compliance Audit

4. Task 4: Next Fare Collection System Integration/Transition

The Authority is defining requirements for a next Fare Collection System that is subject to OCTA's Board approval and separate from this Consultant's Solution.

This next Fare Collection System will not be procured under this contract. The next Fare Collection System would replace the back-end of the Authority's current fare management system and will be a hybrid of account-based and card-based technologies. The overall project includes provisions for updated software for managing customer accounts, as well as hardware, including but not limited to:

- Fareboxes
- Cashless Point of Sale Devices
- Validators (Bus, Streetcar Platform, On-demand vehicles)
- Administrative Point of Sale Devices
- Ticket Vending Machines
- Handheld Inspection Terminals

The next Fare Collection System Integrator would integrate or transition its system with the Consultant's Solution. The next Fare Collection System would capture, manage, and update customer account records based on its interaction with the various hardware devices above. The Mobile Ticketing Consultant shall perform all necessary updates and provide the assistance to the next Fare Collection System Integrator necessary to complete this integration or transition.

5. Task 5: Additional Service

The Consultant shall provide services relating to this project as required at any time following System Acceptance. If the need for additional services arises, the Authority will provide a defined requirement and schedule of deliverables to the Consultant.

The Consultant shall develop a cost estimate based only upon the Additional Service rate and associated travel. If this estimate is acceptable to the Authority, the Authority's Project Manager will provide approval to execute the requirement. The Consultant shall then perform that work.

6. Task 6: Design Reviews

Design reviews will be conducted to evaluate the progress and technical adequacy of the design and conformance to the performance requirements of the project. Prior to each review, the Consultant will submit a design review package that includes the design and other items required for the review.

Unless the Consultant proposes an alternate method, which is acceptable to OCTA, the design review will be divided into three distinct levels:

- i. Conceptual Design Review
- ii. Preliminary Design Review
- iii. Final Design Review

i. Conceptual Design Review

The primary objectives of the Conceptual Design Review will be to acquaint the Authority with the Consultant's intended design and procurement activities, resolve external interfaces, and provide the basis for proceeding to Preliminary Design Review. At a minimum, the Conceptual Design Review will accomplish the following:

- Confirm the Consultant's management team and the scope of supply of sub-suppliers
- Provide narrative descriptions of the major subsystems proposed by the Consultant
- Identify information needs and decisions required from the Authority
- Confirm that the Consultant is familiar with the intended operations and maintenance environment
- Provide block diagrams showing functionality and interfaces between System Components and elements, such as the Authority's systems, that are not to be provided by the Consultant but affect the system provided by the Consultant
- Review the software conceptual design, including block diagrams and features

ii. Preliminary Design Review

The Preliminary Design Review is designed to review the adequacy of the selected design approach for equipment needed for collection of cash and evaluate requirement conformance. The Preliminary Design Review will represent approximately 65 percent (65%) completion of the total engineering effort for the system. At a minimum, the Preliminary Design Review will include:

- Detailed technical descriptions of the system's major components, allowing a thorough understanding of the implementation of the proposed System Components
- Drawing of passenger interface arrangements

- Preliminary installation layouts for onboard readers including mounting arrangements and installation methods
- Software system level flow charts, if applicable
- Software data backup and recovery procedures

iii. Final Design Review

The Final Design Review will be conducted when detailed design is complete. The Final Design Review will determine whether the detailed design will conform to the design requirements. Data submitted for the Final Design Review will be updated to a level of detail consistent with the completed design and submitted for the Final Design Review. At a minimum, the Final Design Review will include:

- Latest revisions of the drawings and documentation submitted for the Preliminary Design Review
- Data documentation at the second level, including all software development. Documentation available or used in the Consultant's design process, consisting of structured data flow diagrams, event tables and/or dialogue diagrams (as available) to the lowest level of decomposition with software module descriptions (or elemental process descriptions) in structured narrative format. The second level of software documentation is one level above source code.
- Review of Consultant's final interoperability and integration with onboard systems, including verification and test plans.

7. Task 7: Testing

- a. The Consultant will be expected to develop a Testing Plan for the entire project. The Testing Plan should address each level of testing and be incorporated into the design reviews.
- b. The Testing Plan should include device and network integration testing as part of component development following an Agile software development lifecycle.
- c. The schedule will include testing of the user interface and user experience.
- d. The successful completion of the applicable design reviews will be a prerequisite to proceeding with testing.
- e. The Consultant will submit a Testing Plan for the Authority's review and acceptance at Final Design Review to be used in connection with all inspections and tests.
- f. The Testing Plan will include a detailed schedule indicating the sequence of each test and where and when each test will take place.
- g. The objective of the Testing Plan is to ensure that the system furnished by the Consultant will meet all the requirements specified in this document. Design

reviews, testing, and acceptance will be conducted throughout the project to satisfy the production and delivery schedule.

8. Task 8: Pilot

- a. The Consultant will install the Solution to a small subset (exact number will be defined during the Design phase) of the Readers as a proof of concept for pilot testing. The Consultant will install cabling and all other hardware as needed for this test (if required).
- b. The pilot testing program will be developed by the Consultant for approval by the Authority. The Consultant will jointly review results with the Authority and determine whether the testing indicates the integration is successful, in which case it will be installed on the balance of buses.
- c. If the pilot is unsuccessful, the Consultant will submit a remediation plan and remediation schedule to the Authority for approval and in accordance with the remediation plan, install the necessary fixes and retest according to the test plan.

9. Task 9: Installation

- a. All required software will be provided by the Consultant.
- b. The Authority will make the fleet available for a reasonable time for installation of the readers. Typically, vehicles will be available for installation during the hours of 6:00PM and 2:30AM for any physical updates required on the mobile validators. However, the solution is expected to have functionality capable of updating reader online, so it is unlikely that all work must be completed by 2:30AM so that vehicles can be released for daily service.
- c. The Authority will have maintenance personnel available for the installation period to advise and assist, but the Consultant will be expected to perform the actual installation and maintenance of the readers.

10. Task 10: Training and Documentation

The Consultant shall provide a Training Plan. The Training Plan should be a breakdown of proposed training tools including, videos, manuals, classes, etc. The Authority is a diverse organization with a number of different types of internal users of the data generated by system. Please identify how you will address the different training needs for the following organizations within the Authority, by proposed phases.

- Customer Service
- Marketing
- Coach Operators
- Revenue

- a. Training will include course development, the providing of instructors, the supply of handouts and manuals, the preparation of classroom aids, and all other items as required to satisfactorily prepare personnel to operate the Consultant supplied Solution.
- b. Detailed outlines, lesson plans, and tests will be submitted for approval at the Design Reviews. Instruction will be designed to include equipment familiarization, systems operations, and field and shop maintenance.
- c. The minimum training is that which is necessary to bring those employees designated to the level of proficiency required for operations, service, and maintenance of the furnished equipment.
- d. Formal training will include both classroom and practical work and will be augmented by informal follow-up as needed.
- e. The Consultant should also include roles and responsibilities and recommended tools and techniques for the Authority in the Training Plan.

11.Task 11: Documentation and Manuals

The Consultant will provide detailed manuals and documentation for the software platforms and general operation.

- a. The documentation will be based on the Consultant's standard documentation where it already exists.
- b. All documentation will provide sufficient description, detail, and illustration to support installation, configuration, operation provided by the Consultant.
- c. Manuals will contain diagrams, illustrations, flowcharts, and program code description as necessary to fully support Solution.
- d. For the duration of the entire contract (including any applicable option terms), if the Consultant produces updated or new training aids (e.g. video tapes, manuals, etc.), the Consultant will provide the Authority with copies of the updated material for its sole use in the Authority training programs, at no cost to the Authority.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 0-2067

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 firm-fixed price contract.

INITIAL TERM: Effective through May 31, 2025

Task	Description	Firm-Fixed Price
1	Project Management	\$_____
2	Implementation/Deployment	\$_____
3	Post Go-Live Warranty and Support	\$_____
4	Next Fare Collection System Integration/Transition	\$_____
5	Additional Service	\$_____
6	Design Reviews	\$_____
7	Testing	\$_____
8	Pilot	\$_____
9	Installation	\$_____
10	Training and Documentation	\$_____
11	Documentation and Manuals	\$_____
12	License and Maintenance Fees – Year One	\$_____
13	License and Maintenance Fees – Year Two	\$_____
14	License and Maintenance Fees – Year Three	\$_____
15	License and Maintenance Fees – Year Four	\$_____
16	License and Maintenance Fees – Year Five	\$_____
Total Firm-Fixed Price		\$_____

Transaction Fees _____%

FIRST OPTION TERM: June 1, 2025 through May 31, 2027

Task	Description	Firm-Fixed Price
15	License and Maintenance Fees – Year Six	\$_____
16	License and Maintenance Fees – Year Seven	\$_____
Total Firm-Fixed Price		\$_____
Transaction Fees _____%		

SECOND OPTION TERM: June 1, 2027 through May 31, 2029

Task	Description	Firm-Fixed Price
17	License and Maintenance Fees – Year Eight	\$_____
18	License and Maintenance Fees – Year Nine	\$_____
Total Firm-Fixed Price		\$_____
Transaction Fees _____%		

- _____
1. I acknowledge receipt of RFP 0-2067 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

EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C- 0-2067**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 _____
6 **THIS AGREEMENT** is effective this ____ day of _____, 2020
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California
9 (hereinafter referred to as "AUTHORITY"), and , , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to develop and implement a
12 new mobile ticketing application; and

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

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

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

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

19 **ARTICLE 1. COMPLETE AGREEMENT**

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

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

EXHIBIT C

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

ARTICLE 2. AUTHORITY DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

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

Names**Functions**

17
18
19
20
21 C. No person named in paragraph B of this Article, or his/her successor approved by
22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function
23 or level of commitment hereunder be changed, without the prior written consent of AUTHORITY.
24 Should the services of any key person become no longer available to CONSULTANT, the resume and
25 qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as
26 possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

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

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties, and shall continue in full
6 force and effect through May 31, 2025 (Initial Term), unless earlier terminated or extended as provided
7 in this Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement
9 an additional twenty-four (24) months, commencing June 1, 2025, and continuing through
10 May 31, 2027 (First Option Term), and thereupon require CONSULTANT to continue to provide
11 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the
12 rates set forth in Article 5, "Payment."

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement
14 an additional twenty-four (24) months, commencing June 1, 2027, and continuing through
15 May 31, 2029 (Second Option Term), and thereupon require CONSULTANT to continue to provide
16 services, and otherwise perform, in accordance with Exhibit A, entitled "Scope of Work," and at the
17 rates set forth in Article 5, "Payment."

18 D. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
19 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as
20 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
21 extending through May 31, 2029, which period encompasses the Initial Term, First Option Term, and
22 Second Option Term.

23 **ARTICLE 5. PAYMENT**

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

EXHIBIT C

provisions.

B. The following schedule shall establish the firm-fixed payment to CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to reimbursement for local meals.

INITIAL TERM: Effective through May 31, 2025

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
1	Project Management	\$.00
2	Implementation/Deployment	\$.00
3	Post Go-Live Warranty and Support	\$.00
4	Next Fare Collection System Integration/Transition	\$.00
5	Additional Service	\$.00
6	Design Reviews	\$.00
7	Testing	\$.00
8	Pilot	\$.00
9	Installation	\$.00
10	Training and Documentation	\$.00
11	Documentation and Manuals	\$.00
12	License and Maintenance Fees – Year One	\$.00
13	License and Maintenance Fees – Year Two	\$.00
14	License and Maintenance Fees – Year Three	\$.00
15	License and Maintenance Fees – Year Four	\$.00
16	License and Maintenance Fees – Year Five	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

/

EXHIBIT C

FIRST OPTION TERM: June 1, 2025 through May 31, 2027

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
15	License and Maintenance Fees – Year Six	\$.00
16	License and Maintenance Fees – Year Seven	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

SECOND OPTION TERM: June 1, 2027 through May 31, 2029

<u>Tasks</u>	<u>Description</u>	<u>Firm-Fixed Price</u>
15	License and Maintenance Fees – Year Eight	\$.00
16	License and Maintenance Fees – Year Nine	\$.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$.00

Transaction Fees _____%

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when AUTHORITY's release of the retention described in paragraph D.

D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall be paid to CONSULTANT within sixty (60) calendar days of payment of final invoice, unless

EXHIBIT C

1 AUTHORITY elects to audit CONSULTANT's records in accordance with Article 16 of this Agreement.
2 If AUTHORITY elects to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar
3 days of completion of such audit in an amount reflecting any adjustment required by such audit. During
4 the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release all or a
5 portion of the retained amount based on CONSULTANT's satisfactory completion of certain milestones.
6 CONSULTANT shall invoice AUTHORITY for the release of the retention in accordance with Article 5.

7 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
8 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
9 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each
10 invoice shall be accompanied by the monthly progress report specified in paragraph 0 of this Article.
11 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
12 invoice. Each invoice shall include the following information:

- 13 1. Agreement No. C- 0-2067;
- 14 2. Specify the task number for which payment is being requested;
- 15 3. The time period covered by the invoice;
- 16 4. Total monthly invoice (including project-to-date cumulative invoice amount); and
17 retention;
- 18 5. Monthly Progress Report;
- 19 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
20 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
21 backup information included with the invoice is true, complete and correct in all material respects; c) All
22 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
23 be made to subcontractors and suppliers from the proceeds of the payments covered by the
24 certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold
25 or retain from a subcontractor or supplier unless so identified on the invoice.
- 26 7. Any other information as agreed or requested by AUTHORITY to substantiate

the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

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

ARTICLE 7. NOTICES

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

To CONSULTANT:

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Iris Deneau

Senior Contract Administrator

(714) 560 - 5786

ideneau@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

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

1 other amounts due its employees in connection with this Agreement and shall be responsible for all
2 reports and obligations respecting them, such as social security, income tax withholding, unemployment
3 compensation, workers' compensation and similar matters.

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

8 **ARTICLE 9. INSURANCE**

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

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

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

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

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

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

21 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
22 officers, directors, employees and agents, designated as additional insureds as required by contract. In
23 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
24 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
25 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
26 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the

1 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
2 insurance policies.

3 C. CONSULTANT shall include on the face of the certificate of insurance the Agreement No.
4 C- 0-2067; and, the Senior Contract Administrator's Name, Iris Deneau.

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

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

10 **ARTICLE 10. ORDER OF PRECEDENCE**

11 Conflicting provisions hereof, if any, shall prevail in the following descending order of
12 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
13 RFP 0-2067; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any,
14 cited herein or incorporated by reference.

15 **ARTICLE 11. CHANGES**

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

24 **ARTICLE 12. DISPUTES**

25 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
26 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by

EXHIBIT C

1 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
2 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
3 decision of the Director, CAMM, shall be final and conclusive.

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

10 **ARTICLE 13. TERMINATION**

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

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

26 /

ARTICLE 14. INDEMNIFICATION

CONSULTANT 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 CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

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

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

Subcontractor Name/Addresses**Subcontractor Amounts**

.00

.00

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to

EXHIBIT C

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

10 **ARTICLE 17. CONFLICT OF INTEREST**

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

19 **ARTICLE 18. CODE OF CONDUCT**

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

23 **ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

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

representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

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

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 22. PROHIBITED INTERESTS

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

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

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

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any

1 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
2 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
3 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is
4 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall
5 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
6 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without
7 the express written consent of AUTHORITY.

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

13 **ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT**

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

26 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all

EXHIBIT C

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

ARTICLE 25. FINISHED AND PRELIMINARY DATA

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

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

ARTICLE 26. FORCE MAJEURE

24
25 Either party shall be excused from performing its obligations under this Agreement during the
26 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its

EXHIBIT C

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.

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C- 0-2067 to be executed as of the date of the last signature below.

CONSULTANT

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell E. Johnson
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

Date: _____

APPROVED:

By: _____

Andrew Oftelie
Chief Financial Officer, Finance and Administration

Date: _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

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

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

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

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

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

Name

Signature

Title

Date

Revised. 03/16/2018

EXHIBIT E: CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

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

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

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

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

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

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: _____ RFP Title: _____

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

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

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

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

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

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

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

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

1.2 REGULATORY

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

- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 - 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate

verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.

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

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

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

1.5 PERSONAL PROTECTIVE EQUIPMENT

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

1.6 REFERENCES

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

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

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

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

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

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

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:


Area Below Reserved for Authority Use Only:



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 60 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,044,000, for additional design and construction efforts for the Heil Avenue pedestrian overcrossing.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 61 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,600,000, to extend the plant establishment period to three years.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 62 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,764,165, to reflect the 2017 State Senate Bill 1 diesel fuel sales tax rate increase.



February 3, 2020

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Contract Change Orders for the Interstate 405 Improvement Project from State Route 73 to Interstate 605

Overview

On November 14, 2016, the Orange County Transportation Authority Board of Directors approved Agreement No. C-5-3843 with OC 405 Partners, a joint venture, for the design and construction of the Interstate 405 Improvement Project from State Route 73 to Interstate 605. Contract change orders are needed at this time to compensate for additional design and construction efforts for the Heil Avenue pedestrian overcrossing, to extend the plant establishment period to three years, and to reflect the increase in the 2017 State Senate Bill 1 diesel fuel sales tax rate.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 60 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,044,000, for additional design and construction efforts for the Heil Avenue pedestrian overcrossing.
- B. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 61 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,600,000, to extend the plant establishment period to three years.
- C. Authorize the Chief Executive Officer to negotiate and execute Contract Change Order No. 62 to Agreement No. C-5-3843 between the Orange County Transportation Authority and OC 405 Partners, a joint venture, in the amount of \$1,764,165, to reflect the 2017 State Senate Bill 1 diesel fuel sales tax rate increase.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans), is implementing the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605) (Project). The Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 (M2) Project K, and will add an additional lane in each direction that would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes.

On November 14, 2016, the OCTA Board of Directors (Board) approved Agreement No. C-5-3843 with OC 405 Partners (OC405), a joint venture, for the design and construction of the Project. The contract was executed, and Notice to Proceed (NTP) No. 1 was issued to OC405 on January 31, 2017. NTP No. 2, for the full design and construction of the Project, was issued to OC405 on July 27, 2017.

Heil Avenue Pedestrian Overcrossing

As part of the Project, the Heil Avenue pedestrian overcrossing bridge will be reconstructed. The City of Huntington Beach expressed concerns regarding pedestrian safety during design review of the new pedestrian overcrossing. OCTA and Caltrans agreed with the concerns raised and, as a result, OC405 was directed to develop a design to incorporate openings into the wall that supports the access ramp that connects the pedestrian overcrossing to the adjacent local street on the south side. The openings will provide pedestrians clear and safe visibility when using the pedestrian overcrossing access ramp. As a result, additional design and construction efforts are needed to accommodate this change in the pedestrian overcrossing.

The amount of the contract change order (CCO) is based on staff review of the supporting documents provided by OC405. Some of OC405's claimed costs were unsupported, and OC405 was unable to provide supporting documentation when requested. OC405 has not agreed to the recommended lower CCO amount and may pursue the disputed amount at a later time. The purpose of this unilateral CCO is to compensate OC405 for entitled costs that have been reviewed and verified through appropriate documentation.

Plant Establishment Period

A three-year plant establishment period is required to commence at the completion of the Project in accordance with Caltrans requirements. The purpose of the plant establishment period is to allow the landscaping to establish

itself prior to Caltrans taking over maintenance responsibilities. OCTA's contract documents contained an inconsistency regarding the length of the plant establishment period. The contract documents in part referenced a one-year plant establishment period for the design-build (DB) contractor. A CCO is needed to provide compensation for two additional years of plant establishment to result in the required three-year period.

Increase in State Sales Tax Rate for Diesel Fuel

In 2017, the State of California adopted State Senate Bill 1 (SB1) – The Road Repair and Accountability Act of 2017, which in part increased the sales tax rate for diesel fuel. The increased sales tax rate took effect on November 1, 2017. Certain OC405 operations and equipment require diesel fuel to operate, and the contract provides that OC405 is entitled to a CCO for increases in a sales tax rate. The amount of the CCO is based on staff review of the supporting information provided by OC405 and is for compensation for the increased sales tax rate for diesel fuel.

Procurement Approach

The procurement was handled in accordance with the best-value selection process authorized by AB 401 (Chapter 586, Statutes of 2013) for DB projects, and with OCTA's Board-approved procedures for public works projects, which conform to both federal and state requirements. On November 14, 2016, OCTA approved Agreement No. C-5-3843 with OC405 for the design and construction of the Project through a DB contract.

Board approval is required for proposed CCO Nos. 60, 61, and 62.

Proposed CCO No. 60, in the amount of \$1,044,000, will provide compensation to OC405 for the additional design and construction efforts related to the Heil Avenue pedestrian overcrossing in the City of Huntington Beach.

Proposed CCO No. 61, in the amount of \$1,600,000, will provide compensation to OC405 for two additional years of plant establishment for a total of three years.

Proposed CCO No. 62, in the amount of \$1,764,165, will provide compensation to OC405 for the increased sales tax rate for diesel fuel as a result of the adoption of SB1.

Attachment A lists the CCOs that have been executed to date, and the CCOs that are pending execution with OC405.

Contract Change Orders for the Interstate 405 Improvement Page 4
Project from State Route 73 to Interstate 605

Fiscal Impact

The funding for this work was approved in OCTA's Fiscal Year 2019-20 Budget, Capital Programs Division, accounts 0017-9084-FK101-0GM and 0037-9017-A9510-0GM, and is funded with a combination of federal, state, and local funds. M2 funds will be used for improvements specific to M2 Project K, and non-M2 funds will be used for improvements specific to the 405 Express Lanes. The costs of CCO Nos. 60, 61, and 62 are funded from the Project contingency and are not anticipated to increase the total Project estimate of \$1.9 billion.

Summary

Staff recommends Board authorization for the Chief Executive Officer to negotiate and execute CCO No. 60 in the amount of \$1,044,000, CCO No. 61 in the amount of \$1,600,000, and CCO No. 62 in the amount of \$1,764,165, to Agreement No. C-5-3843 with OC405.

Attachment

- A. OC 405 Partners, Agreement No. C-5-3843, Contract Change Order Log

Prepared by:



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(714) 560-5826



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

Approved by:



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

**OC 405 Partners
Agreement No. C-5-3843
Contract Change Order Log**

Contract Change Order (CCO) No.	Title	Status	Date Executed	Cost
001	Technical Provisions – Execution Version	Approved	06/14/2017	\$0.00
002	Notice to Proceed No. 1 Payment Cap Increase and Substantial Completion Deadline Modifications	Approved	6/21/2017	\$0.00
003	Extra Maintenance Work (Provisional Sum)	Approved	7/28/2017	\$200,000.00
003.1	Amendment to Change Order to Add Additional Funds for Extra Maintenance Work	Approved	10/2/2018	\$200,000
003.1.1	Provisional Sum for Extra Maintenance Work-Unilateral	Approved	10/10/2019	\$400,000
003.1.2	Supplemental Extra Maintenance Work	Pending		\$350,000
004	Design-Builder Personnel Changes (Appendices 7 and 23)	Approved	12/20/2017	\$0.00
005	Dispute Review Board (Provisional Sum)	Approved	9/13/2017	\$50,000.00
005.1	Increase in Provisional Sum per Contract Section 19.4 Disputes Board	Approved	7/1/2019	\$50,000.00
006	Partnering (Provisional Sum)	Approved	9/13/2017	\$50,000.00
006.1	Partnering per Contract Section 19.1	Approved	7/1/2019	\$50,000.00
007	Implementation of California Department of Transportation (Caltrans) Guidance on Six-Inch Wide Longitudinal Traffic Lines and Non-Reflective Raised Pavement Markers	Approved	3/15/2018	\$0.00
008	Collection and Disposal of Unknown Hazardous Materials (Provisional Sum)	Approved	9/13/2018	\$100,000.00
008.1	Supplemental Unknown Hazardous Materials	Approved	9/11/2019	\$100,000.00
008.2	Supplemental Unknown Hazardous Materials	Approved	11/25/2019	\$250,000.00
009	Repair of Caltrans' Fiber Optic Line	Approved	5/16/2018	\$31,753.69
010	Five Project Funding Identification Signs (Provisional Sum)	Approved	7/2/2018	\$32,644.25
011	Revised Right-of-Way (ROW) Availability Date of Caltrans Parcel No. 102919 Used By Mike Thompson's RV Super Store	Approved	6/28/2018	\$0.00
012	Credit to OCTA for Elimination of the Street Widening Improvements Along Eastbound Edinger Avenue	Approved	9/13/2018	-\$237,982.39

013	Additional Design and Construction Cost Compensation Related to: City Bridge Width; Construction Changes to Minimize ROW Impacts; Revised Design Concept at Ellis Avenue On-Ramp to Southbound I-405; State Route 73 Overhead Sign Structures; Sendero Apartments Left-Turn Pocket on Magnolia Street; Newland Street Waterline Extension; and Signal Improvements at Ellis Avenue/Bushard Street	Approved	2/25/2019	\$8,560,556.00
013.1	Permanent Traffic Signal at the intersection of Warner Avenue and Greenleaf Street	Approved	12/5/2019	\$460,327.00
014	Thrust Blocks for the City of Fountain Valley Water Lines	Approved	10/29/2018	\$88,021.00
015	Slater Bridge Construction Shuttle Services	Approved	12/4/2018	\$175,000.00
016	Construction Zone Speed Reduction	Approved	12/3/2018	\$70,000.00
016.1	Additional Speed Reduction Signs	Approved	12/31/2019	\$4,512.00
017	Relocation of Water Lines for the City of Fountain Valley	Approved	3/8/2019	\$800,000.00
018	Enhanced Gawk Screen at Bolsa Chica Road	Approved	1/25/2019	\$56,395.00
019	Brookhurst Street Overhead Sign Location Redesign	Approved	1/25/2019	\$11,484.00
020	Differing Site Conditions - Pavement Thickness at Magnolia	Approved	1/29/2019	\$4,095.00
021	Polymer Fibers in All Concrete Bridge Decks	Approved	3/19/2019	\$1,463,020.00
022	Temporary Construction Easement Reduction at La Quinta	Approved	3/19/2019	\$85,573.00
023	Updated FasTrak Logos (Unilateral)	Approved	2/21/2019	\$20,532.00
024	Express Lanes Channelizers	Approved	3/12/2019	\$122,778.00
025	Stainless Steel Inserts at Fairview Road Overcrossing	Approved	3/12/2019	-\$9,293.00
026	OCTA PlanGrid Software Licenses	Approved	3/28/2019	\$35,994.00
026.1	Supplemental for OCTA PlanGrid Software Licenses	Approved	9/11/2019	\$8,570.00
027	Utility potholing on Milton Ave	Approved	9/12/2019	\$61,731.87
027.1	Electrical Infrastructure Work at Milton Avenue	Pending		\$278,282.28
028	Mesa Water District 12-inch Water Line (CN-1127)	Approved	5/7/2019	\$208,600.00

029	Magnolia Loop Ramp CMS Deletion	Approved	05/15/19	-\$74,319.00
030	Motel 6 Sound Wall (SW-791) Elimination	Approved	05/15/19	-\$130,000.00
031	Sound Wall 956 Reduction	Approved	05/22/19	-\$30,000.00
033	Edinger Channel Pavement Rehabilitation	Approved	07/30/19	\$176,465.00
034	Chevron and Crimson Utility Relocation at Goldenwest Crossing	Approved	8/2/2019	\$75,000.00
034.1	Chevron and Crimson Utility Relocation Support	Approved	12/31/2019	\$12,018.00
035	Incompatible Specifications - Adjacent to CRCP Pavement	Approved	06/26/19	\$2,900,557.00
037	Sound Wall 375 Protect in Place	Approved	06/04/19	\$200,000.00
040	HDPE in Lieu of RCP	Approved	7/9/2019	-\$7,418.68
041	Emergency Vehicle Preemption Devices at Fairview	Approved	7/9/2019	\$44,147.00
042	Executed Utility Agreements (Unilateral)	Approved	11/4/2019	\$0.00
043	Early Partial Removal of Sound Wall 328	Approved	9/16/2019	\$14,414.18
044	Field survey for Frontier at Westminster	Pending		\$12,908.42
045	Water Line Betterments (CN 1012 & 6044) at Warner Avenue	Pending		\$256,244.00
046	Additional Water Lines at Brookhurst Street and Talbert Avenue in the City of Fountain Valley	Approved	12/5/2019	\$389,878.00
047	Additional Water Line Valves for the City of Fountain Valley	Approved	12/5/2019	\$266,828.00
048	Temporary Construction Easement Reduction at Sit n' Sleep (CPN 103026)	Approved	10/17/2019	\$129,243.00
049	Beach Blvd Lane Widths Reduction (Necessary Basic Configuration Change)	Approved	10/17/2019	\$160,000.00
050	Vibration Sensitive Receptors (McFadden OC Abutment 3)	Approved	10/17/2019	\$59,383.87
052	McFadden Avenue Interconnect Between Beach Boulevard and Sugar Drive	Approved	11/14/2019	\$0.00
053	Traffic Signal Modification at Beach and McFadden	Approved	11/14/2019	-\$128,118.00
054	DSC Pavement Against Median K-Rail	Approved	12/31/2019	\$11,133.00
055	LA Fitness at Retaining Wall 717	Approved	12/31/2019	\$8,428.29
056	Additional Speed Reduction Signs and Radar Packages	Approved	12/31/2019	\$148,397.00

057	Environmental Monitor at Bolsa Overcrossing	Pending		\$200,000.00
059	Pavement Limits for Beach Boulevard and Edinger Avenue	Pending		\$33,573.00
060	Additional Design and Construction for Heil Avenue Pedestrian Overcrossing (Unilateral)	Pending		\$1,044,000.00
061	Three-year Plant Establishment Period	Pending		\$1,600,000.00
062	Diesel Fuel Sales Tax	Pending		\$1,764,164.64


Original Contract Price	\$1,217,065,000.00
Contingency Fund	<u>\$98,935,000.00</u>
Total Contract Allotment	\$1,316,000,000.00
Subtotal Approved CCO	\$17,986,592.08
Subtotal Pending CCOs	<u>\$5,282,928.34</u>
Total CCOs	\$23,269,520.42
Proposed Revised Contract Price	\$1,240,334,520.42
Remaining Contingency Fund	\$75,665,479.58



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Approve the selection of WKE, Inc., as the firm to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1557 between the Orange County Transportation Authority and WKE, Inc., to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.



February 3, 2020

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Overview

On September 23, 2019, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals for the preparation of plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of WKE, Inc., as the firm to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1557 between the Orange County Transportation Authority and WKE, Inc., to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Discussion

State Route 91 (SR-91) improvements between State Route 57 (SR-57) and State Route 55 (SR-55) (Project) are part of Project I in the Measure M2 (M2) freeway program. In the Next 10 Plan Update, adopted by the Orange County Transportation Authority (OCTA) Board of Directors (Board) in November 2019, the Project is listed as one of the M2 freeway projects to be cleared through the environmental process and to move into design using net excess 91 Express Lanes revenue.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Page 2

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

The draft environmental document was circulated for public comment on November 20, 2018, and the build alternative has been identified as the preferred alternative by the Project development team. Therefore, the Project is ready to proceed into the final design phase. The Project is being developed as three separate design and construction projects to enhance the participation and competitive bidding of consultants and contractors, with the following Project limits:

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

Procurement Approach

This procurement for Segment 2 was handled in accordance with OCTA's Board-approved procedures for architectural and engineering (A&E) services that conform to both state and federal laws. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing and project organization, and work plan. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws. Evaluation of the proposals was conducted on the basis of overall qualifications to develop a competitive range of offerors. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the second-ranked firm in accordance with Board-approved procurement policies.

On September 23, 2019, the Board authorized the release of Request for Proposals (RFP) 9-1557 for Segment 2, which was electronically issued on CAMM NET. The Project was advertised on September 23 and 30, 2019, in a newspaper of general circulation. A pre-proposal conference was held on September 30, 2019, with 20 attendees representing 17 firms. Two addenda were issued to make available the pre-proposal conference registration sheets, provide responses to questions received, and handle administrative issues related to the RFP.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55 **Page 3**

On October 22, 2019, five proposals were received. An evaluation committee consisting of members from the OCTA's Contracts Administration and Materials Management and Highway Programs departments, as well as external representatives from the California Department of Transportation (Caltrans) and the City of Anaheim, met to review all submitted proposals. The proposals were evaluated utilizing the following Board-approved evaluation criteria and weightings:

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

The evaluation criteria weightings are consistent with those developed for similar A&E procurements. In developing these weightings, several factors were considered, giving the greatest importance to staffing and project organization of the firm, as the qualifications of the project manager and other key personnel are very important to the successful and timely delivery of the Project. Similarly, high importance was given to the work plan criterion to emphasize the importance of the team's understanding of the Project, its challenges, and its approach to implementing the various elements of the scope of work. The technical approach to the Project is critical to the successful performance of the Project. The final criterion, qualifications of the firm, evaluated the firm's experience in performing work of similar scope and size.

The evaluation committee reviewed all proposals based on the evaluation criteria and found two firms most qualified to perform the required services. The most qualified firms are listed below in alphabetical order:

Firm and Location

T.Y. Lin International (TY Lin)
Irvine, California

WKE, Inc. (WKE)
Santa Ana, California

On December 3, 2019, the evaluation committee interviewed the two firms. The interviews consisted of a presentation allowing each team to present its qualifications, highlight its proposal, and respond to evaluation committee questions. Each firm also highlighted its staffing plan, work plan, and perceived Project challenges. Each firm was asked general questions related to qualifications, relevant experience, Project organization, and approach to the

work plan. Both firms were asked specific questions regarding the team's approach to the requirements of the scope of work (SOW), management of the Project, coordination with various agencies, experience with similar projects, and the team's solutions toward achieving the Project goals. After considering responses to the questions asked during the interview, the evaluation committee adjusted the preliminary scores for one of the two firms; however, WKE remained as the top-ranked firm with the highest cumulative score.

Based on the evaluation of written proposals and information obtained during the interviews, staff recommends WKE as the top-ranked firm to prepare the plans, specifications, and estimates (PS&E) for the Project. WKE's proposal received the highest ranking, largely due to the team's successful management and implementation of recent and relevant PS&E projects of similar scale and scope, the firm's comprehensive understanding of the Project objectives and constraints, and presentation of relevant technical solutions. The firm demonstrated a comprehensive understanding of the Project requirements and presented a detailed work plan addressing key issues that are critical to the success of the Project. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

Both firms are well established with recent and relevant experience and are qualified to perform the services.

WKE, incorporated in 2007, is a Southern California-based general planning and engineering consulting firm providing transportation engineering services for all modes of transportation infrastructure, including design of freeway corridor widening, bridge seismic retrofitting, freeway interchange, and street widening projects. WKE and its key personnel have delivered numerous PS&E projects of similar complexity. WKE has two local offices employing 50 roadway engineers and 15 bridge engineers. Recent relevant firm experience includes the PS&E for the Interstate 5 (I-5) widening from State Route 73 (SR-73) to Oso Parkway for OCTA, as well as the State Route 241 (SR-241)/SR-91 express lanes connector for the Transportation Corridor Agencies (TCA), and the project report/environmental document and PS&E for the SR-57/State Route 60 interchange for the City of Industry. The firm is currently working on the PS&E for the SR-55 improvement project from Interstate 405 (I-405) to I-5. WKE's experience on these projects demonstrated leadership, technical expertise, stakeholder coordination, familiarity with Caltrans' processes and requirements, and the ability to manage all phases of the projects.

TY Lin, founded in 1954, is a full-service infrastructure engineering firm providing roadway and structure design services with four local offices and over 130 employees in Southern California. TY Lin is familiar with Caltrans' design standards and has experience delivering similar design work. The firm prepared the PS&E for the I-5 high-occupancy vehicle (HOV) widening from SR-55 to SR-57 for OCTA, SR-241/Oso Parkway interchange for TCA, and the Interstate 215 (I-215)/Placentia Avenue interchange for the Riverside County Transportation Commission (RCTC).

Staffing and Project Organization

Both short-listed firms proposed qualified project managers, key personnel, and subconsultants with relevant PS&E experience in interchange and freeway widening projects.

WKE proposed a qualified project team with relevant comprehensive experience and understanding of the Project issues, risks, and challenges. The team is proficient in various disciplines required for the Project and has extensive recent Caltrans experience. The team has demonstrated experience working on projects of similar size and scope. The proposed project manager has 24 years of management and design experience on highway improvement projects, delivering over 40 design projects and 27 of them as PS&Es with Caltrans oversight. Most recently, the project manager delivered four PS&E projects within schedule for OCTA. The proposed roadway lead has 15 years of experience, and in the past has identified cost saving solutions that minimize right-of-way (ROW) and utility impacts, and has been successful in obtaining approval from Caltrans for design standard decision documents (DSDD) which are required to document engineering decisions regarding design features that deviate from Caltrans standards to minimize ROW and environmental impacts. The proposed structures lead has 19 years of extensive experience with all technical aspects of bridge design, from conceptual studies to final design, and construction management, including approval of complex bridges and innovative cost-effective solutions through Caltrans' bridge design selection process. WKE's proposed project team demonstrated relevant experience delivering OCTA and Caltrans PS&E projects, including the SR-55 improvement project from I-405 to I-5, the I-5 widening from SR-73 to Oso Parkway, the I-5 HOV improvement project from Avenida Pico to Avenida Vista Hermosa, and both I-405 HOV West County Connector projects. The WKE team includes environmental staff from LSA Associates, Inc., which has extensive experience in obtaining required regulatory permits, reviews, and approvals from various agencies.

TY Lin proposed a project team and key personnel with relevant experience in PS&E projects in Southern California. The proposed project manager has 26 years of experience designing and leading a variety of transportation projects. The proposed roadway lead has over ten years of experience in delivering highway/freeway improvements. The proposed structures lead has 22 years of experience with a variety of projects related to bridge design. The team's recent relevant experience includes the I-5 HOV from SR-55 to SR-57 for OCTA, the SR-241/Oso Parkway interchange project for TCA, and the I-215/Placentia Avenue interchange for the RCTC. The environmental staffing proposed by TY Lin did not fully demonstrate depth of permitting experience, including obtaining the United States Army Corps of Engineers Section 408 permit, which is critical to timely completion of the PS&E. The organization chart for TY Lin also shows the quality assurance (QA) manager reporting to the project manager, which may impact the authority and ability of the QA manager to independently perform the duties.

Work Plan

Both short-listed firms met the requirements of the RFP, and each firm adequately discussed its approach to the Project.

WKE presented a comprehensive and viable work plan that demonstrated an understanding of the Project design requirements, constraints, challenges, and risks. WKE presented a well thought out work plan containing an innovative solution to widen rather than replace the Tustin Avenue bridge while meeting Caltrans design requirements, potentially saving many months from the schedule and saving construction costs. The plan also included a solution to replace three girders resulting in increased vertical clearance to conform with Caltrans standards. A comprehensive Project schedule that includes Project risks and an outline of the first 90-day detailed tasks displayed WKE's understanding of the work needed for the Project and its roadmap to deliver the Project. The plan was detailed, outlined key issues, discussed enhancements with cost savings, sought to minimize impacts to the local community, and analyzed constructability by considering construction staging and construction challenges. The overall approaches to Project execution described in the work plan and presented during the interview included a thorough discussion of disciplines that are critical for successful PS&E performance. The interview confirmed the technical knowledge and expertise of the WKE team and its comprehensive understanding of Project challenges, risks, and requirements, including thorough knowledge of the permit process, requirements, and expectations from resource agencies. The WKE team demonstrated in-depth knowledge of its proposed approach to the SOW and provided detailed responses to all interview questions.

TY Lin presented a work plan that included the Project scope of work, goals, and challenges. The work plan discussed Project issues not identified in the draft project report and draft DSDDs, and included an organized presentation of solutions to these issues and concerns. The work plan also proposed an innovative solution to widen rather than replace the Tustin Avenue bridge, potentially saving many months from the schedule and saving construction costs. Some key Project challenges associated with construction staging and constructability were not fully addressed. In addition, some proposed design features were explained in general terms. TY Lin's project manager and roadway lead were responsive to the interview questions.

Procurement Summary

Based on the evaluation of the written proposals, team qualifications, and information obtained during the interviews, the evaluation committee recommends the selection of WKE as the top-ranked firm to prepare the PS&E for the SR-91 improvement project between La Palma Avenue and SR-55.

Fiscal Impact

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

Summary

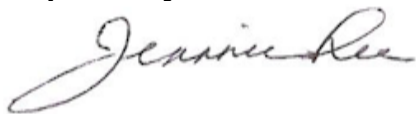
Staff requests Board of Directors' approval for the Chief Executive Officer to negotiate and execute Agreement No. C-9-1557 with WKE, Inc. as the firm to prepare the plans, specifications, and estimates for the State Route 91 improvement project between La Palma Avenue and State Route 55.

Consultant Selection for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55 **Page 8**

Attachments

- A. Review of Proposals, RFP 9-1557 Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55
- B. Proposal Evaluation Criteria Matrix (Short-Listed), RFP 9-1557 Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55
- C. Contract History for the Past Two Years, RFP 9-1557 Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Prepared by:



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Senior Project Manager
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Approved by:



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Review of Proposals
RFP 9-1557 Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55
 Presented to Regional Planning and Highways Committee - February 3, 2020

5 proposals were received, 2 firms were interviewed, 1 firm is being recommended

Overall Ranking	Overall Score	Firm & Location	Subcontractors	Evaluation Committee Comments
1	90	WKE, Inc. Santa Ana, California	Earth Mechanics, Inc. FPL and Associates Guida Surveying, Inc. Kleinfelder, Inc. LSA Associates, Inc. Lynn Capouya, Inc. Q3 Consulting	Highest-ranked firm overall. Recent and relevant experience delivering numerous projects of similar scope and size. Project manager, discipline leads, key and technical staff, and subconsultants with extensive experience working together on recent plans, specifications and estimates (PS&E) projects. Project manager has direct experience managing, planning, and successfully delivering numerous recent PS&E projects. Comprehensive work plan identifying key issues and providing recommendations. Proposed an innovative solution that eliminates one of the proposed bridge replacements. Interview demonstrated project knowledge and experience with detailed answers to interview questions.
2	82	T.Y. Lin International Irvine, California	Earth Mechanics, Inc. Guida Surveying, Inc. Jacobs Engineering Group, Inc. Leighton Consulting, Inc. Lynn Capouya, Inc. OPTITRANS Engineering, Inc	Firm has relevant experience performing PS&E and other similar projects. Project manager has experience managing a variety of transportation project approval/environmental document, PS&E, and similar projects. Qualified team with expertise to deliver all tasks required in the scope of work. Work plan demonstrated a good understanding of the project requirements and potential issues. Proposed an innovative solution to eliminate one of the proposed bridge replacements. Construction staging plan unclear. Good responses to interview questions.

Evaluation Panel: (6 Members)

Internal:
 Contracts Administration and Materials Management (1)
 Highway Programs (2)
 External:
 California Department of Transportation (2)
 City of Anaheim (1)

Evaluation Criteria:

Qualifications of the Firm
 Staffing and Project Organization
 Work Plan

Weight Factors

25%
 40%
 35%

PROPOSAL EVALUATION CRITERIA MATRIX (Short-Listed)

**RFP 9-1557 Consultant Services for the Preparation of Plans, Specifications, and Estimates
for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55**

Firm: WKE, Inc.								
Evaluator Number	1	2	3	4	5	5	Weights	Average Weighted Score
Qualifications of Firm	4.5	4.5	4.0	4.5	4.0	4.0	5	21.3
Staffing/Project Organization	5.0	4.5	4.5	4.5	4.5	4.5	8	36.7
Work Plan	4.5	4.5	4.5	4.5	4.5	4.5	7	31.5
Overall Score	94.0	90.0	87.5	90.0	87.5	87.5		90

Firm: T.Y. Lin International								
Evaluator Number	1	2	3	4	5	5	Weights	Average Weighted Score
Qualifications of Firm	4.0	4.5	4.0	4.0	4.0	4.0	5	20.4
Staffing/Project Organization	4.0	4.0	4.0	4.5	4.0	4.0	8	32.7
Work Plan	4.0	4.0	4.5	4.5	4.0	4.0	7	29.2
Overall Score	80.0	82.5	83.5	87.5	80.0	80.0		82

The range of scores for non-short-listed firms is 71-76.

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 9-1557

Consultant Services for the Preparation of Plans, Specifications, and Estimates for the State Route 91 Improvement Project Between La Palma Avenue and State Route 55

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
WKE, Inc.						
Contract Type: Firm-Fixed Price	C-3-2189	Plans, specifications, and estimates (PS&E) for the Interstate 5 (I-5) improvement project from State Route 73 to south of Oso Parkway (Segment 1)	March 2, 2015	September 30, 2023		\$ 10,853,829
Subconsultants:						
Parsons Transportation Group					\$ 2,619,382	
Earth Mechanics, Inc.					\$ 825,391	
FPL and Associates, Inc.					\$ 365,545	
Lynn Capouya, Inc.					\$ 88,337	
Psomas					\$ 1,032,635	
Group Delta Consultants, Inc.					\$ 239,220	
Contract Type: Firm-Fixed Price	C-7-1917	PS&E for the State Route 55 (SR-55) improvement project between Interstate 405 and I-5	February 5, 2018	December 31, 2024		\$ 18,609,141
Subconsultants:						
HNTB					\$ 3,214,743	
Earth Mechanics, Inc.					\$ 1,183,967	
Group Delta Consultants, Inc.					\$ 308,200	
FPL and Associates, Inc.					\$ 1,336,622	
Tatsumi and Partners, Inc.					\$ 309,267	
Guida Surveying, Inc.					\$ 368,055	
Utility Specialists, Inc.					\$ 197,738	
LSA Associates, Inc.					\$ 219,692	
Tetra Tech					\$ 394,803	
Subtotal						\$29,462,970
T.Y. Lin International						
Contract Type: Firm-Fixed Price	C-4-1778	PS&E for high-occupancy vehicle improvements project between SR-55 and State Route 57	June 30, 2015	March 31, 2020		\$3,600,218
Subconsultants:						
CH2M HILL					\$923,225	
Coast Surveying, Inc.					\$181,110	
Earth Mechanics, Inc.					\$224,563	
Lin Consulting, Inc.					\$332,364	
Lynn Capouya, Inc.					\$77,765	


Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
T.Y. Lin International (continued)						
Contract Type: Firm-Fixed Price	C-5-3676	Project study report/project development support document for I-5 from Avenida Pico to the San Diego County Line	June 28, 2016	November 30, 2020		\$518,482
Subconsultants: Chen Ryan Associates, Inc. Kittelson & Associates, Inc. Leighton Consulting, Inc. Optitrans Vandermost Consulting Services					\$14,078	
					\$109,615	
					\$23,805	
					\$68,929	
					\$7,938	
Subtotal						\$4,118,700



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Construction and Maintenance Agreement with the Union Pacific Railroad and the California Department of Transportation for the Interstate 405 Improvement Project

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Construction and Maintenance Agreement No. C-9-1793 with the Union Pacific Railroad and the California Department of Transportation, in an amount not to exceed \$792,055, to define the specific terms, conditions, and funding responsibilities for construction and maintenance, including design and construction parameters, flagging, inspection, temporary construction easement, and permanent property rights for the Interstate 405 Improvement Project.



February 3, 2020

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Construction and Maintenance Agreement with the Union Pacific Railroad and the California Department of Transportation for the Interstate 405 Improvement Project

Overview

The Orange County Transportation Authority proposes to enter into a construction and maintenance agreement with the Union Pacific Railroad and the California Department of Transportation for the Interstate 405 Improvement Project. The project proposes to widen the Bolsa overhead freeway bridge over the railroad facility. A construction and maintenance agreement is required to define the specific terms, conditions, and funding responsibilities for the construction and long-term maintenance responsibility for the constructed bridge.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Construction and Maintenance Agreement No. C-9-1793 with the Union Pacific Railroad and the California Department of Transportation, in an amount not to exceed \$792,055, to define the specific terms, conditions, and funding responsibilities for construction and maintenance, including design and construction parameters, flagging, inspection, temporary construction easement, and permanent property rights for the Interstate 405 Improvement Project.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans), is implementing the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605) (Project). The Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 (M2) Project K, and will add an additional lane in each direction that would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605.

The Project proposes to widen the Bolsa overhead freeway bridge over the Union Pacific Railroad (UPRR) facility, which is located between the Goldenwest Street and Beach Boulevard interchanges.

A summary of the terms in the proposed construction and maintenance (C&M) agreement for the Project are listed below:

Work to be performed by OCTA:

- As the Project sponsor and funding agency, OCTA is fully responsible for all Project costs, except those costs for which Caltrans is responsible as provided in a separate cooperative agreement.
- OCTA shall be responsible for the design and construction of the widened freeway bridge and performance of all other necessary Project work including, without limitation, utility relocation coordination, grading, drainage, electrical, and other applicable items.
- Prior to the commencement of the Project, OCTA shall acquire the Public Utilities Commission of the State of California (State) order authorizing construction of the widened freeway bridge and obtain all other required permits and approvals for the construction.
- OCTA shall acquire all properties required to construct the widened freeway bridge.
- OCTA shall reimburse for expenses incurred by UPRR in accordance with the cost estimate for C&M agreement for the UPRR Company Bolsa overhead bridge (Attachment A).
- Upon final acceptance of the widened freeway bridge, OCTA shall cease being a party to this C&M agreement. The C&M agreement shall then be in full force and effect between the State and UPRR, for long-term maintenance purposes, until terminated by the State or the UPRR.

Work to be performed by UPRR:

- To provide engineering and design review work.
- To provide inspection services.
- To provide flagging protection work as deemed necessary by UPRR.

Work to be performed by Caltrans:

- To provide enhanced oversight, as defined in the separate cooperative agreement, to assure timely response and action for final acceptance of the Project.
- To provide construction inspection services.
- Upon completion and final acceptance of the widened freeway bridge by Caltrans, Caltrans shall become the sole owner and will thereafter control, operate, and maintain the widened freeway bridge at its sole cost and expense.

The estimated value of the C&M agreement is \$792,055.

Fiscal Impact

Funding for this C&M agreement is included in the proposed OCTA Fiscal Year 2020-21 Budget, Capital Programs Division, accounts 0017-9084-FK101-0I2 and 0017-9017-A9510-0I2, and is funded with local M2 funds. These UPRR services will be funded from the Project contingency and will not increase the total Project cost of \$1.9 billion.

Summary

Staff is seeking Board of Directors' approval for the Chief Executive Officer to negotiate and execute Construction and Maintenance Agreement No. C-9-1793 with the Union Pacific Railroad and the California Department of Transportation, in an amount not to exceed \$792,055, to define the specific terms, conditions, and funding responsibilities for construction and maintenance, including design and construction parameters, flagging, inspection, temporary construction easement, and permanent property rights for the Interstate 405 Improvement Project.

Attachment

- A. Cost Estimate for Construction and Maintenance Agreement for the Union Pacific Railroad Company Bolsa Overhead Bridge

Prepared by:



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Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
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Cost Estimate
for Construction and Maintenance Agreement for the
Union Pacific Railroad Company Bolsa Overhead Bridge

Description of OCTA's Cost Responsibility	Cost Estimate
Union Pacific Railroad (UPRR) Flagging	\$ 450,000
UPRR Engineering Review, Inspection, and Observations	\$ 150,000
Right-of-Way (Temporary Construction Easement and Permanent Rights)	\$ 192,055
Total Estimate	\$ 792,055



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors
From: *RW*
Laurena Weinert, Clerk of the Board
Subject: Second Quarter Fiscal Year 2019-20 Capital Action Plan
Performance Metrics Report

Executive Committee Meeting of February 3, 2020

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

Committee Vote

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

Staff Recommendation

Receive and file as an informational item.



February 3, 2020

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Second Quarter Fiscal Year 2019-20 Capital Action Plan and Performance Metrics Report

Overview

Staff has prepared a quarterly progress report on capital project delivery for the period of October 2019 through December 2019, for review by the Orange County Transportation Authority Board of Directors. This report highlights the Capital Action Plan for project delivery which is used as a performance metric to assess delivery progress on highway, transit, and rail projects.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) delivers highway, transit, rail, and facility projects from the beginning of the environmental approval phase through construction completion. Project delivery milestones are planned carefully with consideration of project scope, costs, schedule, and assessment of risks. The milestones reflected in the Capital Action Plan (CAP) are OCTA's planned and budgeted major project delivery commitments.

This report is a quarterly progress report on the CAP performance metrics, which are a snapshot of the planned CAP project delivery milestones in the budgeted fiscal year (FY).

Discussion

OCTA's objective is to deliver projects on schedule and within the approved project budget. Key project cost and schedule commitments are captured in the CAP, which is regularly updated with project status and any new

projects (Attachment A). The CAP is categorized into four key project groupings; freeway projects, railroad grade separation projects, and rail and station projects. Schedule milestones are used as performance indicators of progress in project delivery. The CAP performance metrics provides a FY snapshot of the milestones targeted for delivery in the budgeted FY, and provides transparency and performance measurement of capital project delivery.

The CAP project costs represent the total cost across all phases of project delivery, including support costs, and right-of-way (ROW) and construction capital costs. Baseline costs, if established, are shown in comparison to either the actual or forecast cost. Baseline costs may be shown as to-be-determined (TBD) if project scoping studies and estimates have not been developed or approved, and may be updated as delivery progresses and milestones are achieved. Projects identified in the Orange County local transportation sales tax Measure M2 (M2) are identified with the corresponding M2 project letter. The CAP status update is also included in the M2 Quarterly Report.

The CAP summarizes the very complex capital project critical path delivery schedules into eight key milestones.

Begin Environmental	The date work on the environmental clearance, project report, or preliminary engineering phase begins.
Complete Environmental	The date environmental clearance and project approval is achieved.
Begin Design	The date final design work begins, or the date when a design-build contract begins.
Complete Design	The date final design work is 100 percent complete and approved.
Construction Ready	The date contract bid documents are ready for advertisement, including certification of ROW, all agreements executed, and contract constraints cleared.
Advertise for Construction	The date a construction contract is advertised for bids.
Award Contract	The date the construction contract is awarded.

Construction Complete

The date all construction work is completed, and the project is open to public use.

These delivery milestones reflect progression across the project delivery phases shown below.



Project schedules reflect planned baseline milestone dates in comparison to forecast or actual milestone dates. Milestone dates may be shown as TBD if project scoping or approval documents have not been finalized and approved, or if the delivery schedule has not been negotiated with a partnering agency or consultant implementing the specific phase of a project. Planned milestone dates can be revised to reflect new dates from approved baseline schedule changes. Project schedules are reviewed monthly, and milestone achievements and updated forecast dates are included to reflect project delivery status.

Status on the Interstate 405 (I-405) Improvement Project and the OC Streetcar Project are provided to the OCTA Board of Directors (Board) separately on a quarterly basis.

CAP milestones achieved in the second quarter FY 2019-20 include:

Freeway Projects

- The Interstate 5 (I-5) widening between State Route 73 (SR-73) and Oso Parkway construction contract was awarded to Ortiz Enterprises, Inc., of Irvine, California. This is the southernmost of three segments of I-5 widening between SR-73 and El Toro Road, and the second to enter the construction phase. The construction contract was approved by the California Department of Transportation (Caltrans) on January 15, 2020, and construction on this southerly segment should begin in March 2020. The middle segment from Oso Parkway to Alicia Parkway is currently under construction. The third and final northerly segment from Alicia Parkway to El Toro Road is planned to be advertised for construction bids in June 2020.

The following CAP milestone missed the planned delivery through the second quarter of FY 2019-20:

The begin environmental milestone for the Orange County Metrolink Maintenance Facility (OCMF) was not achieved. Negotiations with OCTA's consultant on the level of effort, cost, and schedule required to environmentally

clear this complex project have taken longer than anticipated. However, on November 25, 2019, the OCTA Board approved a cooperative agreement with the Southern California Regional Rail Authority for its oversight efforts of the OCMF preliminary engineering and environmental documentation. Environmental clearance work will kick off in the third quarter of the current FY.

The complete environmental milestone for the I-5 El Toro interchange project is delayed. The key stakeholder cities of Laguna Hills, Laguna Woods, and Lake Forest do not concur with project alternatives that were released for public comment. Discussions on a path forward with the three cities are ongoing, and a new environmental completion schedule has not been established.

The complete design, construction ready, and advertise construction milestones for the Anaheim Canyon Metrolink Station expansion project were not achieved. OCTA's design consultant is late in addressing the final City of Anaheim plan check comments, and discussions with adjacent private property owners for construction vehicle access into the access-constrained railroad ROW continue. The complete design milestone will be met in the third quarter, and pending resolution of the ROW construction access issue, the construction ready and advertise construction milestones can be met in the third or fourth quarter of the current FY.

The construction ready milestone for the I-5 widening from Alicia Parkway to El Toro Road was not achieved due to delays securing ROW required for construction. The remaining eminent domain resolution of necessity finding will be scheduled for the March 2020 California Transportation Commission. Both the construction ready and advertise construction milestones are now planned in the fourth quarter this FY. The award contract milestone will move into the first quarter of FY 2020-21.

CAP Updates and Recap of FY 2019-20 Performance Metrics

The performance metrics snapshot provided at the beginning of FY 2019-20 reflects 19 planned major project delivery milestones to be accomplished, eight of which were scheduled through the second quarter. The CAP and performance metrics have been updated to reflect both milestones achieved and missed through the second quarter of the FY (Attachment B).

Two of eight (25 percent) of planned milestones through the second quarter of the FY were achieved. Five of the six missed milestones to date are still planned to be achieved in the current FY.

FY 2019-20 Performance Metrics Look Ahead Risks

The complete environmental milestone for the I-5 widening from I-405 to State Route 55 (SR-55) planned in the third quarter may be slightly delayed because of late reviews and comments from Caltrans on the Design Standard Decision Document (DSDD), which documents and approves exceptions to mandatory and advisory design standards. Final resolution of comments and approval of the DSDD is required to complete the environmental milestone.

The complete environmental milestone for the SR-55 widening from I-5 to State Route 91 planned in the fourth quarter is likely to be delayed. The Federal Highway Administration has informed Caltrans it will no longer be signing project air quality conformity determinations or approve Regional Transportation Plan or Federal Transportation Improvement Program amendments. Therefore, Caltrans will not be able to approve the project's National Environmental Policy Act environmental clearance documents. This stems from the recent National Highway Traffic Safety Administration and the United States Environmental Protection Agency issuance of Part One of the Safer Affordable Fuel Efficient Vehicles Rule which revoked California's Clean Air Act pre-emption waiver, effective November 26, 2019.

Final design and ROW acquisition are underway for the SR-55 widening from I-405 to I-5. OCTA's design consultant recently took over Caltrans' obligation to prepare the DSDD, which includes fact sheets for exceptions to mandatory and advisory design standards for Caltrans approval. In addition, Caltrans completed a review of the draft final design and has submitted new comments which could possibly impact the final design. The comments are being assessed and responses prepared for Caltrans consideration. These issues carry risk in achieving completion of design in the fourth quarter of the current FY.

The Placentia Metrolink Station construction ready, advertise construction, and award contract milestones planned this FY are being delayed. Final BNSF Railway (BNSF) approvals and authorizations are dependent on the successful negotiation and approval of a new Shared Use Agreement (SUA) between Metrolink and BNSF. Progress on the SUA has been slow; however, a non-binding memorandum of understanding (MOU) between Metrolink and BNSF was executed in November 2019, defining general terms to advance the SUA. The MOU enables OCTA and BNSF to complete all tasks necessary to finalize the project for construction while the final SUA is prepared. Per the MOU, construction cannot begin until the SUA is executed by all Metrolink member agencies. Construction cost changes, along with any required programming or funding changes, will be brought to the OCTA Board when BNSF construction costs are finalized, and the SUA approval schedule becomes apparent.

Summary

Capital project delivery is progressing and reflected in the CAP. The planned FY 2019-20 performance metrics created from forecast project schedules will be used as a general project delivery performance indicator throughout the FY. Staff will continue to manage project costs and schedules across all project phases to meet project delivery commitments and report quarterly.

Attachments

- A. Capital Action Plan, Status Through December 2019
- B. Capital Programs Division, Fiscal Year 2019-20 Performance Metrics Through December 2019

Prepared by:


















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Capital Action Plan

Status Through December 2019

















Updated: January 20, 2020

Capital Projects	Cost Baseline/Forecast	Schedule Plan/Forecast							
		Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
	(millions)								
Freeway Projects:									
 I-5, Pico to Vista Hermosa	\$113.0	Jun-09	Dec-11	Jun-11	Oct-13	Feb-14	Oct-14	Dec-14	Aug-18
Project C	\$83.5	Jun-09	Oct-11	Jun-11	Oct-13	May-14	Sep-14	Dec-14	Aug-18
 I-5, Vista Hermosa to Pacific Coast Highway	\$75.6	Jun-09	Dec-11	Jun-11	Feb-13	Jun-13	Oct-13	Dec-13	Mar-17
Project C	\$75.6	Jun-09	Oct-11	Jun-11	May-13	Aug-13	Feb-14	Jun-14	Jul-17
 I-5, Pacific Coast Highway to San Juan Creek Road	\$70.7	Jun-09	Dec-11	Jun-11	Jan-13	May-13	Aug-13	Oct-13	Sep-16
Project C	\$75.5	Jun-09	Oct-11	Jun-11	Jan-13	Apr-13	Aug-13	Dec-13	Jul-18
 I-5, I-5/Ortega Interchange	\$90.9	Sep-05	Jun-09	Jan-09	Nov-11	Mar-12	Jun-12	Aug-12	Sep-15
Project D	\$79.8	Sep-05	Jun-09	Jan-09	Dec-11	Apr-12	Jun-12	Aug-12	Jan-16
 I-5, I-5/Ortega Interchange (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Project D	N/A	N/A	N/A	Jan-14	Oct-14	Feb-15	Aug-15	Sep-15	Sep-16
 I-5, SR-73 to Oso Parkway	\$151.9	Sep-11	Jun-14	Mar-15	Jan-18	May-18	Aug-18	Dec-18	Jan-24
Project C & D	\$196.1	Oct-11	May-14	Mar-15	Aug-18	May-19	Aug-19	Dec-19	Mar-25
 I-5, Oso Parkway to Alicia Parkway	\$196.2	Sep-11	Jun-14	Nov-14	Jun-17	Dec-17	Feb-18	Jun-18	Nov-23
Project C & D	\$203.1	Oct-11	May-14	Nov-14	Dec-17	Jun-18	Nov-18	Mar-19	Nov-23
 I-5, Alicia Parkway to El Toro Road	\$133.6	Sep-11	Jun-14	Mar-15	Jun-18	Dec-18	Jan-19	May-19	Jun-23
Project C Cost/Schedule Risk	\$184.1	Oct-11	May-14	Mar-15	May-19	Apr-20	Jun-20	Oct-20	Oct-24
I-5, SR-73 to El Toro Road (Landscape)	TBD	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD
Project C	\$12.4	N/A	N/A	Jul-22	Mar-24	Jul-24	Sep-24	Nov-24	Jun-26
 I-5, I-5/El Toro Road Interchange (on hold)	TBD	Apr-17	Nov-19	TBD	TBD	TBD	TBD	TBD	TBD
Project D Cost/Schedule Risk	TBD	Apr-17	TBD	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, I-405 to SR-55	TBD	May-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
Project B	TBD	May-14	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
 I-5, SR-55 to SR-57	\$38.1	Jul-11	Jun-13	Jun-15	Mar-17	Jul-17	Sep-17	Dec-17	Apr-21
Project A	\$41.5	Jun-11	Apr-15	Jun-15	Jun-17	Dec-17	Mar-18	Nov-18	Apr-21
 SR-55, I-405 to I-5	\$410.9	Feb-11	Nov-13	Sep-17	Apr-20	Dec-20	Apr-21	Jul-21	Aug-25
Project F Cost/Schedule Risk	\$410.9	May-11	Aug-17	Sep-17	Apr-20	Dec-20	Apr-21	Jul-21	Aug-25
 SR-55, I-5 to SR-91	TBD	Dec-16	Jan-20	TBD	TBD	TBD	TBD	TBD	TBD
Project F	TBD	Dec-16	Apr-20	TBD	TBD	TBD	TBD	TBD	TBD
 SR-57 Northbound (NB), Orangewood Avenue to Katella Avenue	TBD	Apr-16	Dec-18	TBD	TBD	TBD	TBD	TBD	TBD
Project G	TBD	Apr-16	Mar-19	TBD	TBD	TBD	TBD	TBD	TBD
 SR-57 (NB), Katella Avenue to Lincoln Avenue	\$78.7	Apr-08	Jul-09	Jul-08	Nov-10	Mar-11	May-11	Aug-11	Sep-14
Project G	\$38.0	Apr-08	Nov-09	Aug-08	Dec-10	Apr-11	Jul-11	Oct-11	Apr-15

Capital Action Plan

Status Through December 2019

Updated: January 20, 2020

	Capital Projects	Cost	Schedule							
		Baseline/Forecast	Plan/Forecast							
		(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
	SR-57 (NB), Katella Avenue to Lincoln Avenue (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Project G	N/A	N/A	N/A	May-09	Jul-10	Jun-17	Jul-17	Sep-17	Jun-18
	SR-57 (NB), Orangethorpe Avenue to Yorba Linda Boulevard	\$80.2	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	May-14
	Project G	\$52.3	Aug-05	Dec-07	Feb-08	Jul-09	Dec-09	May-10	Oct-10	Nov-14
	SR-57 (NB), Yorba Linda Boulevard to Lambert Road	\$79.3	Aug-05	Dec-07	Feb-08	Dec-09	Apr-10	Jun-10	Oct-10	Sep-14
	Project G	\$54.1	Aug-05	Dec-07	Feb-08	Jul-09	Mar-10	May-10	Oct-10	May-14
	SR-57 (NB), Orangethorpe Avenue to Lambert Road (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Project G	N/A	N/A	N/A	Oct-14	Aug-17	Dec-17	Jan-18	Feb-18	Apr-19
	SR-57 (NB), Lambert Road to Tonner Canyon	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Project G	TBD	Jul-23	Mar-26	TBD	TBD	TBD	TBD	TBD	TBD
	SR-91 Westbound (WB), I-5 to SR-57	\$78.1	Jul-07	Apr-10	Oct-09	Feb-12	Jul-12	Aug-12	Nov-12	Apr-16
	Project H	\$59.2	Jul-07	Jun-10	Mar-10	Apr-12	Aug-12	Oct-12	Jan-13	Jun-16
	SR-91 Westbound (WB), I-5 to SR-57 (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Project H	N/A	N/A	N/A	Nov-14	Aug-16	Dec-16	Feb-17	Mar-17	Nov-17
	SR-91, SR-55 to Lakeview Avenue (Segment 1)	TBD	Jan-15	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
	Project I	\$102.5	Jan-15	Jun-20	Mar-20	Dec-22	Aug-23	Oct-23	Jan-24	Sep-27
	SR-91, La Palma Avenue to SR-55 (Segment 2)	TBD	Jan-15	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
	Project I	\$223.1	Jan-15	Jun-20	Jul-20	Mar-23	Oct-23	Dec-23	Apr-24	Nov-27
	SR-91, Acacia Street to La Palma Ave (Segment 3)	TBD	Jan-15	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
	Project I	\$109.7	Jan-15	Jun-20	Nov-20	Aug-23	Apr-24	Jun-24	Sep-24	May-28
	SR-91 (WB), Tustin Interchange to SR-55	\$49.9	Jul-08	Jul-11	Jul-11	Mar-13	Jul-13	Aug-13	Oct-13	Jul-16
	Project I	\$42.5	Jul-08	May-11	Jun-11	Feb-13	Apr-13	Jun-13	Oct-13	Jul-16
	SR-91, SR-55 to SR-241	\$128.4	Jul-07	Jul-09	Jun-09	Jan-11	Apr-11	Jun-11	Sep-11	Dec-12
	Project J	\$79.7	Jul-07	Apr-09	Apr-09	Aug-10	Dec-10	Feb-11	May-11	Mar-13
	SR-91, SR-55 to SR-241 (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Project J	N/A	N/A	N/A	May-12	Feb-13	Apr-13	Jul-13	Oct-13	Feb-15
	SR-91 Eastbound, SR-241 to SR-71	\$104.5	Mar-05	Dec-07	Jul-07	Dec-08	Mar-09	May-09	Jul-09	Nov-10
	Project J	\$57.8	Mar-05	Dec-07	Jul-07	Dec-08	May-09	Jun-09	Aug-09	Jan-11
	91 Express Lanes to SR-241 Toll Connector	TBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		TBD	Nov-13	Jan-20	Dec-16	TBD	TBD	TBD	TBD	TBD
	I-405, I-5 to SR-55	TBD	Dec-14	Jul-18	TBD	TBD	TBD	TBD	TBD	TBD
	Project L	TBD	Dec-14	Aug-18	TBD	TBD	TBD	TBD	TBD	TBD
	I-405, SR-55 to I-605 (Design-Build)	\$1,900.0	Mar-09	Mar-13	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	May-23
	Project K	\$1,900.0	Mar-09	May-15	Mar-14	Nov-15	Feb-16	Mar-16	Nov-16	May-23

Capital Action Plan

Status Through December 2019





Updated: January 20, 2020

Capital Projects	Cost	Schedule							
	Baseline/Forecast	Plan/Forecast							
	(millions)	Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
I-405/SR-22 HOV Connector	\$195.9	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Aug-10	Aug-14
	\$120.8	N/A	N/A	Sep-07	Jun-09	Sep-09	Feb-10	Jun-10	Mar-15
I-405/I-605 HOV Connector	\$260.4	N/A	N/A	Sep-07	Sep-09	Mar-10	May-10	Oct-10	Jan-15
	\$172.6	N/A	N/A	Sep-07	Sep-09	Feb-10	May-10	Oct-10	Mar-15
I-405/SR-22/I-605 HOV Connector (Landscape)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	N/A	N/A	Jun-08	May-09	Feb-16	May-16	Jul-16	Feb-18
I-605, I-605/Katella Interchange	TBD	Aug-16	Nov-18	TBD	TBD	TBD	TBD	TBD	TBD
Project M	TBD	Aug-16	Oct-18	TBD	TBD	TBD	TBD	TBD	TBD
Grade Separation Projects:									
Sand Canyon Avenue Railroad Grade Separation	\$55.6	N/A	Sep-03	Jan-04	Jul-10	Jul-10	Oct-10	Feb-11	May-14
Project R	\$61.9	N/A	Sep-03	Jan-04	Jul-10	Jul-10	Oct-10	Feb-11	Jan-16
Raymond Avenue Railroad Grade Separation	\$77.2	Feb-09	Nov-09	Mar-10	Aug-12	Nov-12	Feb-13	May-13	Aug-18
Project O	\$125.6	Feb-09	Nov-09	Mar-10	Dec-12	Jul-13	Oct-13	Feb-14	May-18
State College Boulevard Railroad Grade Separation (Fullerton)	\$73.6	Dec-08	Jan-11	Jul-06	Aug-12	Nov-12	Feb-13	May-13	May-18
Project O	\$100.3	Dec-08	Apr-11	Jul-06	Feb-13	May-13	Sep-13	Feb-14	Mar-18
Placentia Avenue Railroad Grade Separation	\$78.2	Jan-01	May-01	Jan-09	Mar-10	May-10	Mar-11	Jun-11	Nov-14
Project O	\$64.5	Jan-01	May-01	Jan-09	Jun-10	Jan-11	Mar-11	Jul-11	Dec-14
Kraemer Boulevard Railroad Grade Separation	\$70.4	Jan-01	Sep-09	Jan-09	Jul-10	Jul-10	Apr-11	Aug-11	Oct-14
Project O	\$63.8	Jan-01	Sep-09	Feb-09	Jul-10	Jan-11	Jun-11	Sep-11	Dec-14
Orangethorpe Avenue Railroad Grade Separation	\$117.4	Jan-01	Sep-09	Feb-09	Dec-11	Dec-11	Feb-12	May-12	Sep-16
Project O	\$105.9	Jan-01	Sep-09	Feb-09	Oct-11	Apr-12	Sep-12	Jan-13	Oct-16
Tustin Avenue/Rose Drive Railroad Grade Separation	\$103.0	Jan-01	Sep-09	Feb-09	Dec-11	Mar-12	May-12	Aug-12	May-16
Project O	\$96.7	Jan-01	Sep-09	Feb-09	Jul-11	Jun-12	Oct-12	Feb-13	Oct-16
Lakeview Avenue Railroad Grade Separation	\$70.2	Jan-01	Sep-09	Feb-09	Oct-11	Oct-12	Feb-13	May-13	Mar-17
Project O	\$110.5	Jan-01	Sep-09	Feb-09	Jan-13	Apr-13	Sep-13	Nov-13	Jun-17
17th Street Railroad Grade Separation	TBD	Oct-14	Jun-16	TBD	TBD	TBD	TBD	TBD	TBD
Project R	TBD	Oct-14	Nov-17	TBD	TBD	TBD	TBD	TBD	TBD
Rail and Station Projects:									
Rail-Highway Grade Crossing Safety Enhancement	\$94.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09	Dec-11
Project R	\$90.4	Jan-08	Oct-08	Jan-08	Sep-08	Sep-08	Sep-08	Aug-09	Dec-11
San Clemente Beach Trail Safety Enhancements	\$6.0	Sep-10	Jul-11	Feb-12	Apr-12	Apr-12	Jul-12	Oct-12	Jan-14
Project R	\$5.0	Sep-10	Jul-11	Feb-12	Jun-12	Jun-12	Oct-12	May-13	Mar-14
San Juan Capistrano Passing Siding	\$25.3	Aug-11	Jan-13	Mar-15	May-16	May-16	Aug-16	Dec-16	Feb-21
	\$36.4	Aug-11	Mar-14	Mar-15	Aug-18	Aug-18	Aug-18	Mar-19	Feb-21

Capital Action Plan

Status Through December 2019

Updated: January 20, 2020

Capital Projects	Cost Baseline/Forecast (millions)	Schedule Plan/Forecast							
		Begin Environmental	Complete Environmental	Begin Design	Complete Design	Construction Ready	Advertise Construction	Award Contract	Complete Construction
 OC Streetcar Project S Cost/Schedule Risk	\$424.4	Aug-09	Mar-12	Feb-16	Sep-17	Oct-17	Dec-17	Aug-18	Dec-21
	\$424.4	Aug-09	Mar-15	Feb-16	Nov-17	Dec-17	Dec-17	Sep-18	Apr-22
 Placentia Metrolink Station and Parking Structure Project R Cost/Schedule Risk	\$34.8	Jan-03	May-07	Oct-08	Jan-11	TBD	TBD	TBD	TBD
	\$40.1	Jan-03	May-07	Oct-08	Feb-11	Jun-20	Jun-20	Oct-20	May-22
 Orange County Maintenance Facility Project R	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	TBD	Feb-20	Apr-22	TBD	TBD	TBD	TBD	TBD	TBD
Anaheim Canyon Station	\$27.9	Jan-16	Dec-16	Mar-19	May-19	May-19	Jul-19	Nov-19	Mar-21
	\$29.9	Jan-16	Jun-17	Mar-18	Jan-20	Apr-20	Mar-20	Jun-20	Oct-21
Orange Station Parking Expansion	\$33.2	Dec-09	Dec-12	Nov-10	Apr-13	Jul-16	Jul-16	Nov-16	Feb-19
	\$30.9	Dec-09	May-16	Nov-10	Apr-16	Jul-16	Jul-16	Jun-17	Feb-19
Fullerton Transportation Center - Elevator Upgrades	\$3.5	N/A	N/A	Jan-12	Dec-13	Dec-13	Jun-14	Sep-14	Mar-17
	\$4.2	N/A	N/A	Jan-12	Dec-13	Dec-13	Aug-14	Apr-15	May-19
Laguna Niguel/Mission Viejo Station ADA Ramps	\$3.5	Jul-13	Jan-14	Jul-13	Aug-14	Aug-14	Sep-14	Jan-15	Apr-17
	\$5.0	Jul-13	Feb-14	Jul-13	Jul-15	Jul-15	Jul-15	Oct-15	Sep-17
 Anaheim Regional Transportation Intermodal Center Project R & T	\$227.4	Apr-09	Feb-11	Jun-09	Feb-12	Feb-12	May-12	Jul-12	Nov-14
	\$232.2	Apr-09	Feb-12	Jun-09	May-12	May-12	May-12	Sep-12	Dec-14

Note: Costs associated with landscape projects are included in respective freeway projects.

Grey = Milestone achieved

Green = Forecast milestone meets or exceeds plan

Yellow = Forecast milestone is one to three months later than plan

Red = Forecast milestone is over three months later than plan

Begin Environmental: The date work on the environmental clearance, project report, or preliminary engineering phase begins.

Complete Environmental: The date environmental clearance and project approval is achieved.

Begin Design: The date final design work begins, or the date when a design-build contract begins.

Complete Design: The date final design work is 100 percent complete and approved.

Construction Ready: The date contract bid documents are ready for advertisement, including certification of right-of-way, all agreements executed, contract constraints are cleared.

Advertise for Construction: The date a construction contract is both funded and advertised for bids.

Award Contract: The date the construction contract is awarded.

Construction Complete: The date all construction work is completed and the project is open to public use.

Acronyms

I-5 - Santa Ana Freeway (Interstate 5)

SR-73 - San Joaquin Freeway (State Route 73)

SR-55 - Costa Mesa Freeway (State Route 55)

SR-57 - Orange Freeway (State Route 57)

SR-91 - Riverside Freeway (State Route 91)

SR-133 - Laguna Freeway (State Route 133)

SR-22 - Garden Grove Freeway (State Route 22)

I-405 - San Diego Freeway (Interstate 405)

SR-241 - Foothill/Eastern Transportation Corridor (State Route 241)

I-605 - San Gabriel River Freeway (Interstate 605)

ADA - Americans with Disabilities Act

Capital Programs Division

Fiscal Year 2019-20 Performance Metrics Through December 2019

Begin Environmental

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
Orange County Maintenance Facility			X						
Total Forecast/Actual	0	0	1	0	0	0	0	0	1

Complete Environmental

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
I-5/EI Toro Road Interchange			X						
I-5, I-405 to SR-55					X				
SR-55, I-5 to SR-91							X		
SR-91, SR-57 to SR-55							X		
Total Forecast/Actual	0	0	1	0	1	0	2	0	4

Begin Design

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
SR-91, SR-55 to Lakeview Avenue					X				
Total Forecast/Actual	0	0	0	0	1	0	0	0	1

Complete Design

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
Anaheim Canyon Metrolink Station	X								
SR-55, I-405 to I-5							X		
Total Forecast/Actual	1	0	0	0	0	0	1	0	2

Construction Ready

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
Anaheim Canyon Metrolink Station			X						
I-5, Alicia Parkway to El Toro Road			X						
Placentia Metrolink Station and Parking Structure					X				
Total Forecast/Actual	0	0	2	0	1	0	0	0	3

Advertise Construction

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
I-5, SR-73 to Oso Parkway	X	✓							
Anaheim Canyon Metrolink Station			X						
I-5, Alicia Parkway to El Toro Road					X				
Placentia Metrolink Station and Parking Structure					X				
Total Forecast/Actual	1	1	1	0	2	0	0	0	4

Capital Programs Division

Fiscal Year 2019-20 Performance Metrics Through December 2019

Award Contract

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
I-5, SR-73 to Oso Parkway			X	✔					
Anaheim Canyon Metrolink Station							X		
I-5, Alicia Parkway to El Toro Road							X		
Placentia Metrolink Station and Parking Structure							X		
Total Forecast/Actual	0	0	1	1	0	0	3	0	4

Complete Construction

Project Description	FY 20 Qtr 1		FY 20 Qtr 2		FY 20 Qtr 3		FY 20 Qtr 4		FY 20 Fcst
	Fcst	Actual	Fcst	Actual	Fcst	Actual	Fcst	Actual	
No "Complete Construction" milestones scheduled for FY 2019-20									
Total Forecast/Actual	0	0	0	0	0	0	0	0	0

Totals	2	1	6	1	5	0	6	0	19
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I-605 - San Gabriel River Freeway (Interstate 605)

I-405 - San Diego Freeway (Interstate 405)

SR-241 - Foothill/Eastern Transportation Corridor (State Route 241)

ADA - Americans with Disability Act

HOV - high-occupancy vehicle

X = milestone forecast in quarter

✔ = milestone accomplished in quarter



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Regional Traffic Signal Synchronization Program Update

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.


Director Pulido was not present to vote on this item.

Committee Recommendation

Receive and file as an information item.



February 3, 2020

To: Regional Planning and Highways Committee
From: Darrell E. Johnson, Chief Executive Officer 
Subject: Regional Traffic Signal Synchronization Program Update

Overview

The Orange County Transportation Authority has been working with local cities, the County of Orange, and the California Department of Transportation in funding and implementing key regional traffic signal synchronization projects. This report provides an update on the Measure M2 Regional Traffic Signal Synchronization Program, including results from recently completed projects.

Recommendation

Receive and file as an information item.

Background

The Orange County Transportation Authority (OCTA) provides funding and assistance to implement multi-agency signal synchronization as part of the Measure M2 (M2) Regional Traffic Signal Synchronization Program (Project P). Annually, OCTA provides competitive capital grants specifically dedicated to the coordination of traffic signals across jurisdictional boundaries. The goal of Project P is to improve the flow of traffic by developing and implementing regional signal coordination that crosses local agencies' boundaries and maintains coordination through freeway interchanges, where possible.

OCTA and local agencies have implemented signal synchronization for 79 projects that included 2,757 signalized intersections and 705 centerline miles of streets (Attachment A). The projects have improved travel times, reduced delays and congestion, and increased the number of successive green lights drivers see in daily commutes. The results of the program translate into direct cost savings for the motorist, with less fuel consumption, and a reduction of greenhouse gas (GHG) emissions.

Discussion

Signal synchronization is a cost-effective way to increase roadway throughput without major new construction. Projects are corridor-based, and new optimized signal timings are developed based on traffic conditions and current travel patterns. These projects optimize traffic signal timings to reduce travel times, stops, delays, and ultimately give users a better driving experience. Key to these efforts is regular dialogue between partner agencies and the California Department of Transportation, resulting in agencies working together towards the multi-jurisdictional goal of the program.

Funding is provided through annual calls for projects (call), with 80 percent of funding from M2 (Project P) and 20 percent from local agencies' matching funds. Supplemental funding is used whenever available, including SB 1 (Chapter 5, Statutes of 2017) Local Partnership Program funds and Congested Corridor grants. A variety of sources have been used in the past to fund signal synchronization projects, including Measure M1, Proposition 1B Traffic Light Signal Synchronization Program, and air quality funds.

Signal projects implement a coordination strategy involving time-based synchronization of the respective agencies' systems, including the necessary upgrades to the traffic signal infrastructure. This includes modifications to prepare for future connected and autonomous vehicle technologies and applications. Existing synchronization on crossing arterials is incorporated when and where applicable. Optimized timings are developed and implemented for identified peak periods, which are typically weekday mornings, midday, and evenings. For weekend operations, the peak is typically mid-morning through early evening. To quantify signal synchronization benefits, "before and after" travel time studies are conducted to evaluate the improvements from these new optimized timing plans.

These studies are conducted during peak traffic periods with specially equipped vehicles that have computer-linked global positioning system devices to collect traffic data. Several runs are made in each direction with the car "floating" in the middle of the traffic platoon of vehicles for each run. These studies showed improvements across all performance measures, including travel time, number of stops, and average safe speed. Additionally, fuel consumption, GHG, and other vehicle emission data is reported (Attachment B). Historically, signal timing efforts nationwide have resulted in travel time and speed improvements, as well as a reduction in stops in the range between five and 15 percent. Comparisons of the corridors' before and after studies indicate results in the high end of this range due to the combination of the optimized traffic signal timing plans, cooperation between all participating agencies, and minor signal upgrades to maximize traffic flow.

Signal Synchronization Projects

OCTA and local agencies have completed 79 signal synchronization projects since 2008. The signal program target of regularly synchronizing 2,000 signalized intersections, as expressed in the M2 voter guide, was met before December 2016. A total of 2,757 signalized intersections and 705 centerline miles of streets have been implemented. The total M2 grant allocation of the completed projects was approximately \$54.1 million. The completed projects are identified on the map in Attachment A. A summary of the results for the 79 completed signal synchronization projects is identified in the table in Attachment B. The early acceleration of Project P allowed the benefits of signal synchronization to be experienced by travelers much earlier than originally promised.

The completed projects have reduced average travel time by 13 percent and the average number of stops by 29 percent. Average speed improved by 14 percent. Consumers will save approximately \$160.7 million (at \$3.90 per gallon in today's dollars) on fuel costs and reduce GHG emissions by approximately 826.2 million pounds over the three-year project cycle. The reduction of GHG emissions is made possible by reducing the number of stops, smoothing the flow of traffic, and reducing the amount of acceleration and deceleration of vehicles. These results are comparable to signal timing efforts nationwide.

The following four corridors out of 12 that were implemented in the past three years experienced the most improvements:

Corridor	Limits	Travel Time Improvements	Average Speed Improvements
Birch Street/Rose Drive	Brea Boulevard to Vesuvius Street	23%	30%
El Toro Road	Bells Vireo Lane to Bridger Road/Interstate 5 Northbound	17%	20%
Orangewood Avenue	Harbor Boulevard to Batavia Street	17%	22%
Irvine Boulevard	Jamboree Road to Bake Parkway	17%	21%

Currently, OCTA is funding an additional 29 signal synchronization projects that are in various stages of implementation. The committed funding from OCTA is primarily from the competitive signal program, and the grant allocation of these projects is approximately \$50.3 million. Once completed, these funded projects will synchronize an additional 986 signals and 258 miles of roadway.

It is good practice to periodically resynchronize traffic signals to make sure they consider changes in traffic. The signal program allows for streets and highways from completed projects to compete again for funding during the annual call process. Previous investments made as part of earlier projects are incorporated into the revisited projects. An example of this would be the Pacific Park Drive/Oso Parkway corridor. The signals along this corridor were synchronized in 2009 and updated in 2014. The result is a program that can regularly coordinate intersections as the basis for synchronized operation across Orange County.

Next Steps

OCTA continues to work with local agencies through various venues, including the Technical Steering Committee, Technical Advisory Committee, and the traffic forum to identify corridors that are eligible for funding and would benefit from signal program funding as part of the annual call.

Summary

OCTA and local agencies have successfully implemented new cooperative traffic signal synchronization timing on 79 corridors. Another 29 projects are planned or underway. The synchronization of traffic signals along these regional corridors continually results in significant improvements to traffic flow by reducing total travel times, stops per mile, and improving average speeds while decreasing fuel costs, GHG, and overall vehicle emissions.

Attachments

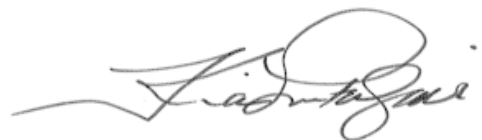
- A. OCTA-Funded Signal Synchronization Projects, (2008 – Present)
- B. Summary of Results for Completed Regional Traffic Signal Synchronization Projects

Prepared by:



Alicia Yang
Project Manager III
(714) 560-5362

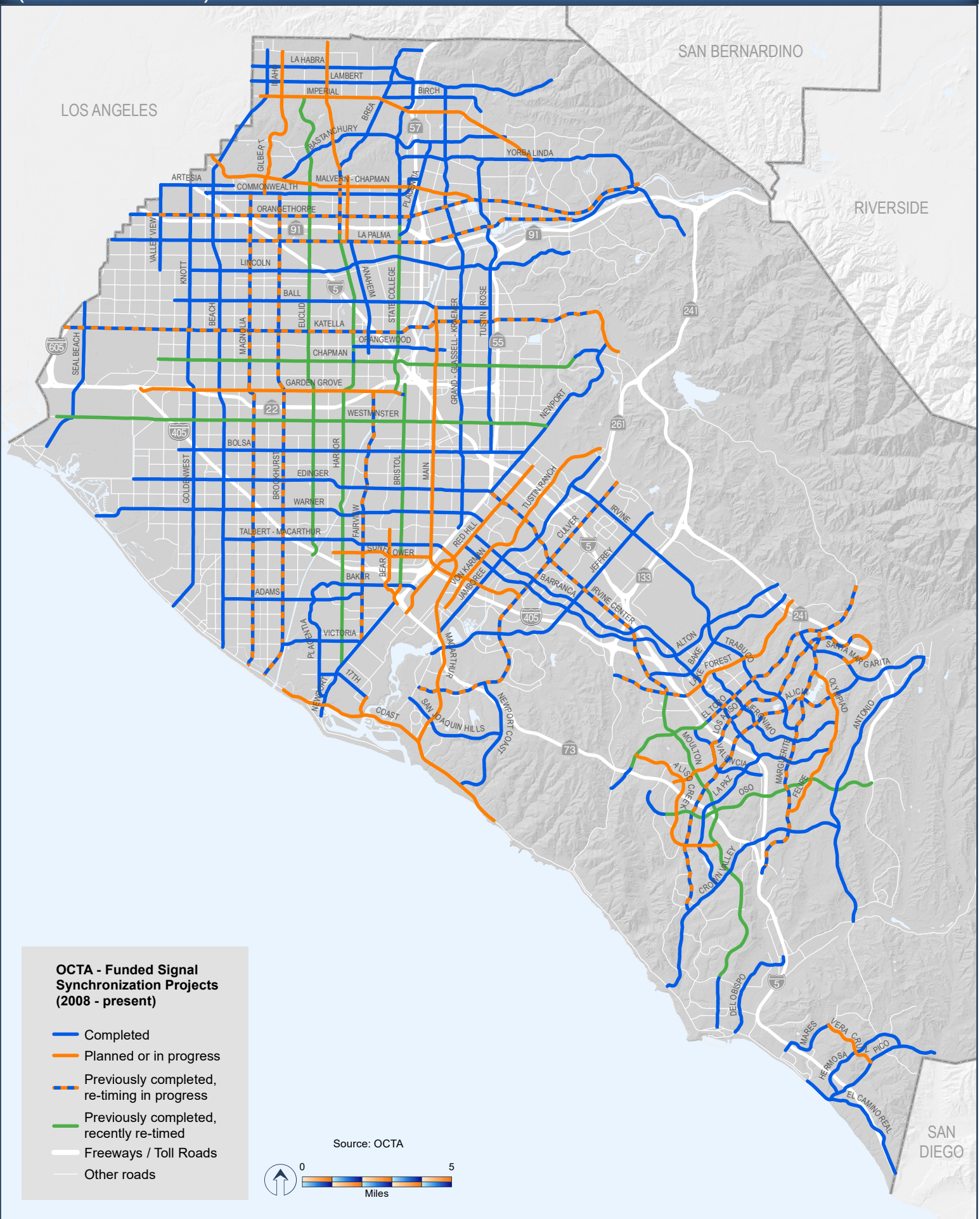
Approved by:



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

OCTA-Funded Signal Synchronization Projects (2008 - Present)

ATTACHMENT A



Summary of Results for Completed Regional Traffic Signal Synchronization Projects

	Corridor Name	Timing Completed	Lead Agency	Length (Miles)	Signals	M1 / M2 Grant Board Allocation	Estimated Project Life Gas Savings (Dollars)^	Estimated Project Life Greenhouse Gas Savings (lbs.)	Travel Time Improvement	Average Speed Improvement	Stops Improvement
1	Euclid Street*	2008	OCTA	15	62	\$ 450,000	\$ 3,091,631	16,188,276	20%	24%	43%
2	Pacific Park/Oso Parkway*	2009	OCTA	9	34	\$ 250,000	\$ 3,647,370	19,098,249	22%	29%	50%
3	Alicia Parkway	2010	OCTA	11	41	\$ 945,000	\$ 806,001	4,220,358	13%	12%	40%
4	Beach Boulevard	2010	OCTA	21	70	\$ 1,300,000	\$ 10,469,722	54,821,202	14%	21%	28%
5	Chapman Avenue (South)*	2010	OCTA	14	52	\$ 800,000	\$ 3,244,679	16,989,696	16%	18%	46%
6	Edinger Ave/Irvine Center Dr/Moulton Pkwy*	2011	OCTA	22	109	\$ 846,000	\$ 4,609,706	24,137,220	11%	14%	34%
7	Harbor Boulevard*	2011	OCTA	16	107	\$ 520,000	\$ 3,226,111	16,892,430	11%	12%	23%
8	Orangethorpe Avenue	2011	OCTA	17	47	\$ 698,000	\$ 2,659,036	13,923,183	17%	20%	42%
9	State College/Bristol Street*	2011	OCTA	17	97	\$ 760,000	\$ 4,089,735	21,414,531	15%	18%	28%
10	Westminster Avenue	2011	OCTA	13	48	\$ 620,000	\$ 4,233,390	22,166,736	14%	17%	35%
11	Brookhurst Street	2012	OCTA	16	56	\$ 631,764	\$ 7,850,213	41,105,031	19%	18%	31%
12	El Toro Road*	2012	OCTA	11	40	\$ 478,916	\$ 3,302,828	17,294,160	19%	24%	32%
13	Katella Avenue	2012	OCTA	17	69	\$ 673,845	\$ 4,435,716	23,226,165	14%	14%	36%
14	La Palma Avenue	2012	OCTA	18	61	\$ 803,999	\$ 6,281,546	32,391,229	18%	22%	27%
15	Bastanchury Road	2013	Fullerton	8	27	\$ 539,936	\$ 1,053,007	5,513,723	13%	15%	49%
16	Euclid Street*	2013	Fullerton	17	66	\$ 1,000,000	\$ 4,316,031	22,599,458	15%	17%	39%
17	Lambert Avenue	2013	La Habra	10	26	\$ 520,000	\$ 4,578,312	23,972,807	14%	16%	41%
18	Tustin/Rose Drive	2013	OCTA	10	43	\$ 683,200	\$ 2,309,842	12,094,717	15%	17%	37%
19	Yorba Linda Boulevard	2013	OCTA	12	46	\$ 521,837	\$ 1,813,693	9,496,799	12%	10%	21%
20	Lincoln Avenue	2014	Anaheim	13	53	\$ 777,910	\$ 1,564,300	8,190,935	9%	15%	25%
21	Valley View Street	2014	Buena Park	3	20	\$ 280,000	\$ 3,056,089	16,002,194	28%	24%	37%
22	Fairview Road/Street	2014	Costa Mesa	8	31	\$ 620,001	\$ 1,735,472	9,087,220	11%	12%	24%
23	17th Street	2014	Costa Mesa	3	9	\$ 220,000	\$ 123,098	644,563	7%	3%	0%
24	Baker/Placentia	2014	Costa Mesa	8	27	\$ 519,960	\$ 540,228	2,828,724	14%	16%	34%
25	Victoria Street	2014	Costa Mesa	3	11	\$ 200,000	\$ 124,820	653,581	22%	15%	25%
26	Brea Boulevard	2014	Fullerton	4	16	\$ 320,000	\$ 813,531	4,259,783	12%	13%	43%
27	Commonwealth Avenue	2014	Fullerton	8	30	\$ 600,000	\$ 803,023	4,204,761	11%	12%	36%
28	Lemon Street / Anaheim Boulevard	2014	Fullerton	2	13	\$ 280,000	\$ 531,872	2,784,969	16%	21%	40%
29	Placentia Avenue	2014	Fullerton	4	15	\$ 380,000	\$ 570,921	2,989,436	18%	22%	48%
30	Culver Drive	2014	Irvine	11	39	\$ 779,856	\$ 3,625,648	18,984,498	12%	12%	19%
31	Jamboree Road	2014	Irvine	9	27	\$ 230,608	\$ 3,173,217	16,615,495	9%	9%	19%
32	Jeffrey Road	2014	Irvine	9	40	\$ 410,032	\$ 1,910,910	10,005,845	9%	10%	26%
33	La Habra Boulevard	2014	La Habra	6	23	\$ 460,000	\$ 1,550,184	8,117,025	10%	11%	27%
34	Paseo de Valencia	2014	Laguna Hills	3	12	\$ 190,742	\$ 169,859	889,411	8%	5%	34%
35	MacArthur Boulevard/Talbert Avenue	2014	OCTA	7	24	\$ 392,256	\$ 524,129	2,744,427	7%	8%	13%
36	Magnolia Street	2014	OCTA	16	54	\$ 400,000	\$ 2,208,937	11,566,362	10%	12%	26%
37	Pacific Park/Oso Parkway*	2014	OCTA	8	32	\$ 490,222	\$ 1,912,481	10,014,071	16%	19%	29%
38	Warner Avenue	2014	OCTA	13	43	\$ 621,848	\$ 1,797,186	9,410,366	8%	6%	15%
39	Crown Valley Parkway	2014	OCTA	9	30	\$ 367,200	\$ 556,861	2,915,820	4%	3%	20%
40	Edinger Avenue*	2014	OCTA	12	38	\$ 753,800	\$ 1,264,832	6,622,870	2%	5%	25%
41	First Street/Bolsa Avenue	2014	OCTA	12	49	\$ 980,000	\$ 3,506,276	18,359,448	11%	12%	26%
42	Lake Forest Drive	2014	OCTA	2	10	\$ 119,679	\$ 685,904	3,591,510	19%	23%	33%
43	Marquerte Parkway	2014	OCTA	9	31	\$ 323,056	\$ 609,084	3,189,264	11%	12%	21%
44	Los Alisos Boulevard	2014	OCTA	7	21	\$ 332,617	\$ 27,876	145,962	5%	3%	16%
45	Ball Road	2014	OCTA	11	38	\$ 733,416	\$ 1,532,115	8,022,411	5%	7%	13%
46	Avenida Pico	2014	San Clemente	4	21	\$ 416,453	\$ 705,991	3,696,687	9%	10%	21%
47	El Camino Real	2014	San Clemente	4	19	\$ 359,998	\$ 1,482,733	7,763,838	9%	10%	25%
48	Del Obispo Street	2014	San Juan Capistrano	4	16	\$ 138,800	\$ 992,762	5,198,269	13%	10%	11%
49	Knott Avenue	2015	Buena Park	7	28	\$ 448,000	\$ 1,918,098	10,043,483	23%	26%	37%

Summary of Results for Completed Regional Traffic Signal Synchronization Projects

	Corridor Name	Timing Completed	Lead Agency	Length (Miles)	Signals	M1 / M2 Grant Board Allocation	Estimated Project Life Gas Savings (Dollars) [^]	Estimated Project Life Greenhouse Gas Savings (lbs.)	Travel Time Improvement	Average Speed Improvement	Stops Improvement
50	Newport Coast Drive	2015	Newport Beach	5	15	\$ 260,000	\$ 651,984	3,413,896	10%	0%	6%
51	San Joaquin Hills Road	2015	Newport Beach	4	11	\$ 220,000	\$ 584,913	3,062,701	11%	12%	32%
52	Jerônimo Road	2015	OCTA	6	16	\$ 267,360	\$ 1,508,063	7,896,471	12%	3%	35%
53	Santa Margarita Parkway	2015	OCTA	5	20	\$ 311,912	\$ 1,705,334	8,929,416	15%	18%	41%
54	Trabuco Road	2015	OCTA	5	16	\$ 266,971	\$ 1,294,844	6,780,018	15%	18%	32%
55	Avenida Vista Hermosa	2015	San Clemente	3	17	\$ 305,856	\$ 252,899	1,324,219	17%	19%	54%
56	Camino De Los Mares	2015	San Clemente	2	13	\$ 248,208	\$ 1,806,683	3,153,365	27%	37%	57%
57	Artesia Boulevard	2016	Buena Park	2	11	\$ 422,142	\$ 795,156	4,163,572	20%	16%	38%
58	Alton Parkway	2016	Irvine	14	48	\$ 1,209,397	\$ 3,082,089	16,138,332	12%	14%	39%
59	Barranca Parkway	2016	Irvine	13	44	\$ 2,106,434	\$ 2,734,900	14,320,395	10%	11%	26%
60	Antonio Parkway	2016	OCTA	10	27	\$ 1,156,920	\$ 2,274,125	11,907,699	16%	19%	23%
61	Adams Avenue	2016	OCTA	5	17	\$ 1,042,374	\$ 2,065,973	10,817,781	7%	14%	27%
62	State College Boulevard*	2016	OCTA	5	35	\$ 1,041,579	\$ 1,484,920	7,775,289	10%	11%	16%
63	Newport Avenue/Boulevard (North)	2016	OCTA	7	24	\$ 946,045	\$ 581,731	3,046,041	12%	15%	36%
64	Bake Parkway	2016	OCTA	6	19	\$ 532,603	\$ 1,434,344	7,510,464	12%	12%	28%
65	La Paz Road	2016	OCTA	8	23	\$ 328,192	\$ 1,951,861	10,220,270	14%	16%	21%
66	Newport Boulevard (South)	2016	OCTA	7	33	\$ 1,304,596	\$ 944,446	4,945,276	5%	7%	17%
67	Seal Beach/Los Alamitos Boulevard	2016	Seal Beach	3	13	\$ 586,720	\$ 1,016,379	5,321,931	10%	11%	31%
68	Harbor Boulevard*	2017	Anaheim	4	22	\$ 731,867	\$ 1,414,593	7,407,047	8%	9%	15%
69	Birch Street/Rose Drive	2017	Brea	4	14	\$ 664,230	\$ 629,603	3,296,709	23%	30%	37%
70	Bristol Street*	2017	OCTA	8	45	\$ 1,884,820	\$ 1,649,926	8,639,290	7%	8%	13%
71	Goldenwest Street	2017	OCTA	8	32	\$ 380,800	\$ 374,406	1,960,454	11%	7%	23%
72	Harbor Boulevard*	2017	Santa Ana	10	46	\$ 1,852,080	\$ 4,320,825	22,624,563	10%	10%	15%
73	El Toro Road*	2018	Laguna Woods	3	15	\$ 514,000	\$ 1,116,724	5,847,356	17%	20%	33%
74	Moulton Parkway*	2018	Laguna Woods	11	37	\$ 645,440	\$ 939,620	4,920,008	12%	2%	41%
75	Kraemer Blvd/Glassell St/Grand Ave	2018	OCTA	15	61	\$ 2,433,520	\$ 1,722,240	441,600	12%	7%	8%
76	Chapman Avenue*	2018	OCTA	14	55	\$ 2,344,044	\$ 2,322,428	12,160,622	8%	9%	0%
77	Orangewood Avenue	2019	Anaheim	3	15	\$ 683,328	\$ 1,140,726	5,973,032	17%	22%	46%
78	Irvine Boulevard	2019	Irvine	7	29	\$ 378,166	\$ 2,757,359	14,437,996	17%	21%	37%
79	Westminster Avenue/17th Street*	2019	OCTA	16	63	\$ 2,820,102	\$ 141,754	742,246	5%	5%	16%
Summary of All Projects											
				705	2757	\$ 54,078,458	\$ 160,737,854	826,267,257	13%	14%	29%

* Euclid Street, Pacific Park Drive/Oso Parkway, Harbor Boulevard, State College Boulevard, Bristol Street, Moulton Parkway, Chapman Avenue, Westminster Avenue, and El Toro Road are included multiple times because these corridors have been revisited

[^] \$3.90 per gallon gasoline price used to estimate savings

Note: Improvements are averaged across both directions over the full corridor

gal - gallons

lbs - pounds


OCTA - Orange County Transportation Authority



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Amendment to Agreements for Freeway Service Patrol Services

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.

Director Pulido was not present to vote on this item.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-5-3109 with California Coach Towing, Inc., to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$1,182,858. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,601,401.
- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-5-3374 with Team A&B, Inc., doing business as A&B Towing, to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$199,201. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$1,843,013.



February 3, 2020

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Agreements for Freeway Service Patrol Services

Overview

The Orange County Transportation Authority currently provides Freeway Service Patrol services using three contracted service providers, under six contracts, covering ten service areas. In May 2010, the Orange County Transportation Authority Board of Directors authorized agreements with two tow truck companies to provide Freeway Service Patrol services in four of the ten service areas. In order to align expiration dates of these two contracts with the other four contracts providing the same services in the other service areas and afford staff the opportunity to review and adjust service areas more effectively, staff is recommending amendments to two contracts to align the expiration dates.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-5-3109 with California Coach Towing, Inc., to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$1,182,858. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$9,601,401.
- B. Authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Agreement No. C-5-3374 with Team A&B, Inc., doing business as A&B Towing, to extend the term of the agreement for ten months to October 1, 2021, and increase the contract authority by \$199,201. This will increase the maximum cumulative obligation of the agreement to a total contract value of \$1,843,013.

Discussion

The Orange County Freeway Service Patrol (FSP) program is a traffic management and motorist aid program designed to mitigate traffic congestion by providing timely response to accidents and other incidents such as blocked lanes due to a disabled vehicle or removal of debris from the freeways. The FSP trucks patrol an assigned segment of the freeway referred to as a beat, looking for motorists whose vehicles have become disabled. Multiple adjacent beats are grouped into service areas for procurement, contract, and service management purposes.

The Orange County Transportation Authority (OCTA) contracts with private tow companies to provide FSP services that comply with standard operating guidelines developed by the California Highway Patrol and OCTA. Through these contracts, the tow companies provide all tow trucks, insurance, personnel, uniforms, equipment, fuel, tools, and other items used to assist motorists.

The FSP tow contracts are competitively bid following OCTA procurement guidelines. In total, there are six FSP agreements in the OCTA program as shown in the table below. Solicitations for new agreements are done for roughly half of the service areas every five years. The overall number of service areas and agreements has changed over time to reflect growth in the program. At present, there are ten service areas operated through six agreements.

FSP Service Area Realignment Plan

Contract Number	Current Contract Expiration	Service Area	Proposed Contract Expiration	Future FSP Procurement 2021	Future FSP Procurement 2023
C-5-3109	11/20/2020	1, 3, 6	10/1/2021	✓	
C-5-3374	11/20/2020	10	10/1/2021	✓	
C-5-3787	12/3/2021	5		✓	
C-6-1029	12/3/2021	8		✓	
C-7-2155	12/1/2023	2, 4, 9			✓
C-8-1620	12/1/2023	7			✓

In May 2010, the OCTA Board of Directors (Board) approved the release of Request for Proposals 0-1577 for six FSP service areas. Proposals and pricing were received from qualified tow companies; however, pricing for two of the service areas was significantly higher than the other four areas. The Board

awarded two agreements for four service areas, and staff conducted a new procurement for the remaining two service areas. This action resulted in the award of two additional agreements and changed the procurement cycle for these two service areas. Staff is recommending the extension of the two agreements, last awarded in June 2015, to align the terms with the other two agreements providing FSP in these six service areas before the next procurement is required. This will assist in aligning expiration dates of all contracts and allow staff to review and adjust service areas more effectively.

Before each FSP procurement, staff evaluates the different service areas. Adjustments are often made at this time to ensure tow truck deployment reflects congestion, as patterns change over the life of the agreements. To ensure there is good competition for the next procurement among tow truck companies, it is sometimes necessary to move beats from one service area to another so that no one service area becomes too large or too small. Aligning the terms of these four FSP agreements will allow staff to complete this evaluation and make the adjustments that are typically done before each FSP procurement cycle begins again.

Procurement Approach

The FSP procurement was originally handled in accordance with OCTA Board-approved policies and procedures for professional and technical services. The original agreements were awarded on a competitive basis and were previously amended as described in Attachments A and B.

The proposed Amendment No. 2 to Agreement No. C-5-3109 is to extend the term of agreement for ten months through October 1, 2021. Amending this agreement will increase the maximum cumulative payment obligation by \$1,182,858, bringing the total contract value to \$9,601,401.

The proposed Amendment No. 3 to Agreement No. C-5-3374 is to extend the term of agreement for ten months through October 1, 2021. Amending this agreement will increase the maximum cumulative payment obligation by \$199,201, bringing the total contract value to \$1,843,013.

The hourly rates for these two amendments will remain the same through October 1, 2021, as the hourly rates in the current contracts.

Fiscal Impact

The project is included in the OCTA Fiscal Year (FY) 2019-20 and proposed FY 2020-21 Budgets, Motorist Services Department - Service Authority for Freeway Emergencies Fund, Account 0013-7629-S1002-AVX, and is funded through State Highway Account and Road Repair and Accountability Act funds, with at least a 25 percent match provided by OCTA from local Service Authority for Freeway Emergencies and Measure M2 funding.

Summary

Based on the information provided, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-5-3109 with California Coach Towing, Inc., to extend the term of the agreement for ten months, through October 1, 2021, in the amount of \$1,182,858, and Amendment No. 3 to Agreement No. C-5-3374 with Team A&B, Inc., doing business as A&B Towing, to extend the term of the agreement for ten months, through October 1, 2021, in the amount of \$199,201, for Freeway Service Patrol services.

Attachments

- A. California Coach Towing Inc., Agreement No. C-5-3109 Fact Sheet
- B. Team A&B, Inc., doing business as A&B Towing, Agreement No. C-5-3374 Fact Sheet

Prepared by:



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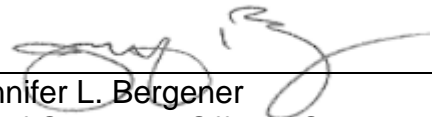
Approved by:



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ATTACHMENT A

California Coach Towing, Inc. Agreement No. C-5-3109 Fact Sheet

1. June 8, 2015, Agreement No. C-5-3109, \$8,418,543, approved by the Board of Directors (Board).
 - Agreement to provide Freeway Service Patrol service for service areas 1, 3, and 6, from November 21, 2015 through November 20, 2020.
2. August 22, 2018, Amendment No. 1 to Agreement No. C-5-3109, \$0, approved by Contracts Administration and Materials Management.
 - Amendment to change designated key personnel.
3. February 10, 2020, Amendment No. 2 to Agreement No. C-5-3109, \$1,182,858, pending approval by the Board.
 - Amendment to extend the term of agreement for ten months through October 1, 2021.

Total committed to California Coach Towing, Inc., upon approval of Amendment No. 2 to Agreement No. C-5-3109: \$9,601,401.

ATTACHMENT B

**Team A&B, Inc., doing business as A&B Towing
Agreement No. C-5-3374 Fact Sheet**

1. June 8, 2015, Agreement No. C-5-3374, \$1,643,812, approved by the Board of Directors (Board).
 - Agreement to provide Freeway Service Patrol service for service area 12, from November 21, 2015 through November 20, 2020.
2. October 28, 2016, Amendment No. 1 to Agreement No. C-5-3374, \$0, approved by Contracts Administration and Materials Management (Camm).
 - Amendment to change the firm's address.
3. May 14, 2019, Amendment No. 2 to Agreement No. C-5-3374, \$0, approved by Camm.
 - Amendment to change the service area 12 to 10.
4. February 10, 2020, Amendment No. 3 to Agreement No. C-5-3374, \$199,201, pending approval by the Board.
 - Amendment to extend the term of agreement for ten months through October 1, 2021.


Total committed to Team A&B, Inc., doing business as A&B Towing, upon approval of Amendment No. 3 to Agreement No. C-5-3374: \$1,843,013.



COMMITTEE TRANSMITTAL

February 10, 2020

To: Members of the Board of Directors

From: Laurena Weinert,  Clerk of the Board

Subject: Consultant Selection for the State Route 91 Geometric and Design Alternatives Analysis

Regional Planning and Highways Committee Meeting of February 3, 2020

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

Absent: Director R. Murphy

Committee Vote

This item was passed by the Members present.


Committee Recommendations

- A. Approve the selection of Advanced Civil Technologies as the firm to complete the State Route 91 geometric and design alternatives analysis.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1658 between the Orange County Transportation Authority and Advanced Civil Technologies to complete the State Route 91 geometric and design alternatives analysis.



February 3, 2020

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer 

Subject: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis

Overview

On October 10, 2019, the Orange County Transportation Authority issued a request for proposals for consultant services to complete the State Route 91 geometric and design alternatives analysis. Board of Directors approval is requested for the selection of a firm to complete the required work.

Recommendations

- A. Approve the selection of Advanced Civil Technologies as the firm to complete the State Route 91 geometric and design alternatives analysis.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-9-1658 between the Orange County Transportation Authority and Advanced Civil Technologies to complete the State Route 91 geometric and design alternatives analysis.

Discussion

The objective of the State Route 91 (SR-91) geometric and design alternatives analysis (Alternatives Analysis) is to determine the conceptual geometric design and operational characteristics of improving the eastbound SR-91 corridor between State Route 241 (SR-241) and State Route 71 by adding one general-purpose lane while minimizing impacts to the maximum extent feasible.

This area was previously studied as part of the SR-91 Corridor Improvement Project (CIP) by the Riverside County Transportation Commission (RCTC). This SR-91 Alternatives Analysis will build upon the CIP Report and revisit the previously identified areas of constraint to determine if widening can be achieved while minimizing a centerline shift. A preliminary geotechnical report will be completed as part of this effort, which will help determine potential alignment of

the improvements. Improvements to the eastbound portion of SR-91 from SR-241 to the county line are included as part of the Measure M freeway improvements as Project J.

Coordination with RCTC, the California Department of Transportation (Caltrans), Transportation Corridor Agencies (TCA), and adjacent corridor cities will be a priority as numerous projects are in development within the same area of the SR-91. Agency coordination would minimize construction fatigue with the traveling public and surrounding communities given the complex nature of the SR-91 corridor.

Procurement Approach

This procurement was handled in accordance with the Orange County Transportation Authority's (OCTA) Board of Directors (Board)-approved procedures for architectural and engineering (A&E) services that conform to both state and federal laws. Proposals are evaluated and ranked in accordance with the qualifications of the firm, staffing and project organization, and work plan. As this is an A&E procurement, price is not an evaluation criterion pursuant to state and federal laws. Evaluation of the proposals was conducted based on overall qualifications to develop a range of competitive offerors. The highest-ranked firm is requested to submit a cost proposal, and the final agreement is negotiated. Should negotiations fail with the highest-ranked firm, a cost proposal will be solicited from the second-ranked firm in accordance with the approved procurement policies.

On October 10, 2019, Request for Proposals (RFP) No. 9-1658 was issued electronically on CAMM NET. The project was advertised on October 10 and 17, 2019, in a newspaper of general circulation. A pre-proposal conference was held on October 16, 2019, with 15 attendees representing 12 firms. One addendum was issued to make available the pre-proposal conference registration sheets and provide responses to questions received.

On November 5, 2019, two proposals were received. An evaluation committee consisting of staff from the Contracts Administration and Materials Management, Project Development, and Highway Programs departments, as well as representatives from RCTC and Caltrans, met to review all submitted proposals. The proposals were evaluated based on the following evaluation criteria and weightings:

- | | | |
|---|-----------------------------------|------------|
| • | Qualifications of the Firm | 30 percent |
| • | Staffing and Project Organization | 30 percent |
| • | Work Plan | 40 percent |

In developing these weightings, several factors were considered. The greatest importance was given to the work plan to ensure the firm's understanding of the project and approach to completing the various elements of the scope of work. Qualifications of the firm, as well as staffing and project organization, were each assigned a weighting of 30 percent to ensure the firm has prior experience providing similar types of services and the firm's staff have the requisite expertise in completing a project of this type.

The evaluation committee reviewed and discussed the two proposals based on the evaluation criteria. The two firms are listed below in alphabetical order:

Firm and Location

Advanced Civil Technologies (ACT)
Santa Ana, California

TRC Solutions, Inc. (TRC)
Irvine, California

On December 11, 2019, the evaluation committee interviewed the two firms. The interviews consisted of a presentation allowing each firm to present its qualifications, highlight its personnel, and respond to evaluation committee questions. In general, each team's presentation addressed the requirements of the RFP, highlighted the project team's experience and work on related projects, and stressed the firm's commitment to the success of the project. Each firm was asked general questions related to the potential challenges and risks of the project, along with the firm's strategy for coordinating with OCTA, RCTC, Caltrans, TCA, and adjacent corridor cities. In addition, each team was asked specific clarification questions related to their proposal. After considering the responses to the questions asked during the interview, the evaluation committee adjusted the scores for both firms, and there was no change in the ranking of the firms.

Based on the evaluation of proposals and interviews, staff recommends ACT as the firm to complete the SR-91 Alternatives Analysis. This firm ranked higher because of its experience with similar projects and familiarity with Caltrans requirements. ACT's proposed team consists of qualified key personnel with the necessary experience to complete the project in accordance with the accelerated schedule set forth in its proposal. The firm demonstrated a clear understanding of the project requirements and presented a comprehensive work plan addressing key issues that are critical to meeting the project schedule. The following is a brief summary of the proposal evaluation results.

Qualifications of the Firm

ACT has provided professional engineering services for state and local government agencies since 1996, including OCTA, RCTC, TCA, Caltrans, and the cities of Anaheim and Corona. The firm is headquartered in the City of Santa Ana and has branch offices in the City of Ontario. ACT recently completed similar alternative analyses, including the following: Feasibility Study Report (FSR) for the State Route 210 (SR-210)/Alder Avenue interchange improvements, project approval and environmental document (PA/ED) for the SR-91 widening from State Route 57 (SR-57) to State Route 55 (SR-55), PA/ED for the southbound Interstate 405 (I-405) Auxiliary Lane Project from State Route 133 to University Drive, and project study report-project development support for the State Route 126 (SR-126) corridor improvements. The firm demonstrated a proven track record of delivering projects with accelerated schedules. ACT proposed to utilize four subconsultants to provide support in the areas of Alternatives Analysis, geotechnical engineering, environmental compliance, and quality assurance/quality control (QA/QC). All four subconsultants have prior experience working on the SR-91 corridor and have worked with ACT on past projects.

TRC has provided professional engineering consulting services for state and local government agencies since 1969, including OCTA, RCTC, TCA, Caltrans, and various cities in Orange County. The firm has 140 offices in the United States and a branch office in the City of Irvine. TRC's relevant experience is not primarily in completing alternative analyses but is more focused on developing plans, specifications, and estimates (PS&E), including the following: PS&E for the I-405/Interstate 605 high-occupancy vehicle connector, PS&E for the Interstate 5 (I-5) Widening Project, PS&E for the SR-57 Northbound Widening Project, and the 91 Express Lanes Pavement Rehabilitation Project. The firm demonstrated a proven track record of delivering projects with accelerated schedules. TRC proposed to utilize five subconsultants to provide support in the areas of Alternatives Analysis, surveying, geotechnical engineering, traffic, and structures. Four of the five subconsultants have worked with TRC on past projects, while one has not worked with TRC on past projects.

Staffing and Project Organization

ACT proposed a qualified project team with relevant experience completing alternative analyses and has worked on projects of similar size and scope. The proposed project manager (PM) has over 33 years of experience, of which 11 years were spent at Caltrans, and has worked on recent similar projects, including FSRs for the SR-91 widening, SR-126 siding, and SR-210/Alter Avenue interchange projects. In addition, the proposed lead for the Alternatives Analysis has performed similar work in the past, including the development of alternatives to improve the operations on the SR-91 between

SR-57 and SR-55 interchange areas. The proposed staffing plan clearly demonstrated an effective project management approach to ensure sufficient availability of resources to complete the Alternatives Analysis. During the interview, ACT's team provided responses to questions and highlighted their knowledge of the SR-91 corridor, as well as their experience working together on past projects.

TRC proposed a qualified project team with relevant experience. The proposed PM also has over 30 years of experience, of which 15 years were spent at Caltrans, and has primarily worked on PS&E projects and not alternative analyses, such as the PS&E for the I-5 Widening Project, PA/ED and PS&E for the Interstate 110/C Street Interchange Project, and State Route 74 Operational Improvement Study. In addition, the proposed lead for the Alternatives Analysis has performed similar work in the past, including the development of alternatives to improve congestion on the SR-91 between SR-55 and Interstate 15. The proposed staffing plan clearly demonstrated an effective project management approach to ensure sufficient availability of resources to complete the Alternatives Analysis. During the interview, TRC's team provided responses to questions and highlighted their knowledge of the SR-91 corridor, as well as their experience working together on past projects.

Work Plan

ACT presented a comprehensive work plan that addressed all the requirements in the scope of work. The firm demonstrated its understanding of the project in its work plan by discussing the necessary tasks that would be completed. The firm proposed an accelerated schedule of 12 months for completing the Alternatives Analysis. The work plan also included a preliminary set of alternatives and a QA/QC plan to ensure project success. In addition, ACT outlined a detailed process for how the Alternatives Analysis would be completed and discussed the potential impacts on the numerous projects that are in development within the same area of the SR-91 corridor. Furthermore, the firm proposed conducting stakeholder interviews and surveys to understand the interest of all participating government agencies. During the interview, ACT highlighted its approach to completing the project, familiarity with Caltrans requirements, and strategy for coordinating with OCTA, RCTC, Caltrans, TCA, and adjacent corridor cities. The firm demonstrated an understanding of the overall project goals, issues, and challenges, as well as outlined a detailed process for developing and evaluating alternatives.

TRC presented its approach to completing the project by discussing in its work plan the necessary tasks that would be completed. The firm demonstrated its understanding of the project by addressing the general work activities that would be undertaken and proposed an accelerated schedule of 12 months for completing the Alternatives Analysis. In addition, TRC proposed utilizing the SR-91 TransModeler microsimulation model developed by one of its subconsultants for the traffic screening analysis of the proposed alternatives. The work plan included a preliminary set of alternatives and a QA/QC plan to ensure project success. The work plan had little detail regarding the process for how the Alternatives Analysis would be completed. During the interview, TRC highlighted its approach to completing the project, familiarity with Caltrans requirements, and strategy for coordinating with OCTA, RCTC, Caltrans, TCA, and adjacent corridor cities. However, the firm did not elaborate on the process for developing and evaluating alternatives.

Procurement Summary

Based on the evaluation of the written proposals and information obtained during the interviews, the evaluation committee recommends the selection of ACT as the top-ranked firm to complete the SR-91 Alternatives Analysis. ACT demonstrated relevant experience and submitted a comprehensive proposal that was responsive to the requirements of the RFP. ACT also presented a thorough interview, supporting the firm's experience, staffing, work plan, and their understanding of the overall project.

Fiscal Impact

The project is included in the OCTA's Fiscal Year 2019-20 Budget, Account No. 0017-7519-FJ100-OUT, and is funded with Measure M2 funds.

Summary

Staff requests Board approval for the Chief Executive Officer to negotiate and execute Agreement No. C-9-1658 with ACT as the firm to complete the SR-91 Alternatives Analysis.

Attachments

- A. Review of Proposals, RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis
- B. Proposal Evaluation Criteria Matrix, RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis
- C. Contract History for the Past Two Years, RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis

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Review of Proposals

RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis

Presented to Regional Planning and Highways Committee - February 3, 2020
Two proposals were received, two firms were interviewed, one firm is being recommended

Overall Ranking	Overall Score	Firm and Location	Subcontractors	Evaluation Committee Comments
1	86	Advanced Civil Technologies Santa Ana, California	Jacobs Engineering Group TranSystems Corporation Michael Baker International ICF Jones & Stokes, Inc.	Top-ranked overall firm. Recent and relevant experience delivering alternative analyses and working on State Route 91. Proposed team personnel demonstrated availability, commitment levels, and experience working together. Project manager has over 33 years of experience, of which 11 years were spent at the California Department of Transportation, and has worked on recent similar projects. Comprehensive work plan that addressed all the tasks in the scope of work. Proposed accelerated schedule of 12 months for completing the project. Outlined a detailed process for developing and evaluating alternatives. Demonstrated a thorough understanding of the overall project goals, issues, and challenges. Interview demonstrated project knowledge and experience.
2	78	TRC Solutions, Inc. Irvine, California	Q4 Transportation Solutions Guida Surveying, Inc. Leighton Consulting, Inc. Fehr & Peers NCM Engineering Corporation	Experience delivering plans, specifications, and estimates projects. Proposed team personnel demonstrated availability and commitment levels. Project manager has over 30 years of experience, of which 15 years were spent at the California Department of Transportation. Work plan addressed all the tasks in the scope of work. Proposed accelerated schedule of 12 months for completing the project. Demonstrated understanding of the overall project goals, issues, and challenges. Interview demonstrated project knowledge and experience.

Evaluation Panel:

Internal:
Contracts Administration and Materials Management (1)
Project Development (1)
Highway Programs (1)
External:
Riverside County Transportation Commission (1)
California Department of Transportation (1)

Evaluation Criteria:

Qualifications of the Firm
Staffing/Project Organization
Work Plan

Weighting Factors

30 percent
30 percent
40 percent

PROPOSAL EVALUATION CRITERIA MATRIX

RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis

Firm: Advanced Civil Technologies						Weightings	Criteria Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.50	4.50	4.00	4.00	4.50	6.00	25.8
Staffing/Project Organization	4.00	4.50	4.50	4.00	4.50	6.00	25.8
Work Plan	4.00	4.50	4.50	4.00	4.50	8.00	34.4
Overall Score	83.0	90.0	87.0	80.0	90.0		86
Firm: TRC Solutions, Inc.						Weightings	Criteria Score
Evaluator Number	1	2	3	4	5		
Qualifications of Firm	4.00	3.50	4.00	4.00	4.00	6.00	23.4
Staffing/Project Organization	4.00	3.50	4.00	4.00	4.00	6.00	23.4
Work Plan	4.00	4.00	4.00	3.50	4.00	8.00	31.2
Overall Score	80.0	74.0	80.0	76.0	80.0		78

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 9-1658: Consultant Selection for State Route 91 Geometric and Design Alternatives Analysis

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Advanced Civil Technologies						
	None	No contracts awarded	N/A	N/A	N/A	\$ -
Subconsultants: N/A						
			Sub Total			\$ -
TRC Solutions, Inc.						
Contract Type: Time and Expense	C-8-2086	Professional public outreach and communications consulting services for I-5 Improvement Project from SR-73 to El Toro Road	June 28, 2019	June 30, 2025		\$ 771,410
Subconsultants: Lazar Translating and Interpreting 21st Century Communication Strategies AJ Design						
Contract Type: Time and Expense	C-4-1426	Preparation of plans,specifications, and estimates for the I-5 widening from Alicia Parkway to El Toro Road	March 31, 2015	August 31, 2023		\$ 9,186,817
Subconsultants: Advantec Consulting Engineers Earth Mechanics, Inc. LSA Associates, Inc. Psomas Tatsumi and Partners, Inc.						
Contract Type: Time and Expense	C-7-1834	Construction management services for the I-5 Improvement Project between SR-55 and SR-57	November 1, 2018	January 31, 2022		\$ 3,508,520
Subconsultants: Guida Surveying, Inc. Leighton Consulting, Inc. California Testing and Inspection DHS Consulting, LLC CL Surveying and Mapping, Inc.						
Contract Type: Contract Task Order	C-7-0220	Design services on a contract task order basis for the westerly segment of the SR-22/West Orange County connection	May 14, 2017	August 31, 2018		\$ 15,591,444
Subconsultants: Aecom Technical Services Earth Mechanics, Inc. LDP Design Group Lin Consulting, Inc. Parsons Brinckerhoff Tatsumi and Partners, Inc. Transystems Corporation						
Sub Total					\$	29,058,191

Acronyms

Abbreviations
I-5 - Interstate 5
N/A - Not applicable
RFP - Request for proposals
SR-22 - State Route 22
SR-57 - State Route 57
SR-73 - State Route 73